



TUESDAY, JANUARY 31, 2023

CITY OF COLLEGE PARK

Hybrid Meeting

In Person: 2nd Floor Council Chambers, City Hall, 7401 Baltimore Avenue

Or Via Zoom: Link to join Webinar <https://zoom.us/j/92398574069>

7:30 P.M.

MAYOR AND COUNCIL MEETING

AGENDA

COLLEGE PARK MISSION

We provide excellent services, transparent and inclusive governance, and advocate for our residents to enhance the quality of life for our diverse community.

- 1. MEDITATION**
- 2. PLEDGE OF ALLEGIANCE** – Councilmember Esters
- 3. ROLL CALL**
- 4. ANNOUNCEMENTS/COMMENTS - MAYOR, COUNCIL, STUDENT LIAISON**
- 5. CITY MANAGER’S REPORT**
- 6. ACKNOWLEDGMENTS**
- 7. PROCLAMATIONS AND AWARDS**
- 8. AMENDMENTS TO AND APPROVAL OF THE AGENDA**
- 9. PUBLIC COMMENT ON CONSENT AGENDA AND NON-AGENDA ITEMS** - Speakers are asked to state their name and whether they are a College Park resident, and are given three minutes to address the Council. The speaker’s name and comment will become part of the public record.
- 10. CONSENT AGENDA** – Items on the Consent Agenda are presented for approval through a single motion. A Councilmember may remove an item from the Consent Agenda for placement as an Action Item for separate comment and action. Individuals who wish to comment on a Consent Agenda item may do so during Agenda Item 9.

23-G-31	Approve minutes from the January 10, 2023 meeting and the January 17, 2023 meeting.	Motion By: To: 2 nd : Yes: No: Abstain:
23-G-28	Approve the appointments of Kathleen Lawson, Pamela Randall-Boardley and June Robinson to the Restorative Justice Commission; to approve the appointment of Terra Virsilas to the Bee City USA Committee; and to approve the request by the Animal Welfare Committee to designate Ms. Kennis Termini an Honorary Member of the AWC.	
23-G-23	Approval of an amendment to the License Agreement in substantially the form attached to authorize the removal of City parking meters from Lot #2, located at 7242 Baltimore Avenue (the former Applebee's) – Bob Ryan, Director of Public Services, Jim Miller, Parking Enforcement Manager and Suellen Ferguson, City Attorney	
23-G-24	Approve and ratify the application to the Maryland Department of Emergency Management for a Hazard Mitigation Grant for the Calvert Hills Flood Attenuation Project – Steve Halpern, City Engineer	
23-G-25	Approval of the date of Sunday, November 5, 2023 for the next Municipal Election and of the College Park Community Center as the location	
23-G-26	Approval of a letter to the Prince George's County School Board requesting Crossing Guards for Hollywood Elementary School – Bob Ryan, Director of Public Services	
23-G-27	Approval of a new full-time equivalent position of Contract and Procurement Specialist (or Coordinator) to be added to the City's pay plan; and authorize HR to immediately begin to advertise and recruit for the position – Teresa Way Pezzuti, Director of Human Resources	

11. PUBLIC HEARINGS (Council May Take Action On Public Hearing Items At The Conclusion Of The Public Hearing)

12. ACTION ITEMS

23-G-29	Review and consideration of Preliminary Plan of Subdivision for Discovery Point at the Discovery District (Campus Drive & Baltimore Avenue) - Terry Schum, Director of Planning (Planning Board date is February 16) (45)	Motion By: To: 2 nd : Yes: No: Abstain:
23-O-01	Consideration and possible introduction of Ordinance 23-O-01, an Ordinance Of The Mayor And Council Of The City Of College Park Amending Chapter 129, "Licenses", By Renaming The Chapter As "Licenses And Business Regulation"; By Dividing The Chapter Into Two Articles; By Repealing And Reenacting §129-3, "Violations And Penalties"; By Enacting §§ 129-12, "Definitions", §129-13, "Disposable Plastic Bag Use Prohibited At Point Of Sale", §129-14, "Required Fee For Provision Of Paper And Reusable Carryout Bags", §129-15 "Violations And Penalties", And §129-16, "Rules And Regulations"; And By Repealing And Reenacting Chapter 110, "Fees And Penalties", §110-12 "Penalties" To Prohibit A Retail Establishment From Providing A Carryout Plastic Bag To Customers, To Require A Retail Establishments To Charge A Fee Of At Least \$.10 For Each Paper And Reusable Carryout Bag Provided To Customers And To Provide A Penalty For Violation	Motion By: To: Introduce 2 nd :
23-G-30	Consideration of a contract for the College Park Woods Clubhouse architect – Robert Marsili, Director of Public Works and Suellen Ferguson, City Attorney (20)	Motion By: To: 2 nd : Yes: No: Abstain:

13. PRESENTATIONS AND WORKSESSION DISCUSSIONS (Action On These Items Is Not Expected At This Meeting.)

- A. Quarterly update on the City's Strategic Plan – Bill Gardiner (10)
- B. Discussion of Council's Rules and Procedures (45)
- C. Legislation (There is a possibility that the Council will vote on time sensitive matters)

14. REQUESTS FOR / STATUS OF FUTURE AGENDA ITEMS

15. COMMENTS FROM THE AUDIENCE - Speakers are asked to provide their name and if they are a College Park resident, and are given three minutes to address the Council. Comments will become part of the public record.

16. COMMENTS FROM THE MAYOR, COUNCIL OR CITY MANAGER

17. ADJOURN

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- This agenda is subject to change. For the most current information, please contact the City Clerk at 240-487-3501.
 - Opportunities for Public Comment:
 - To comment about a topic that is on either the Consent Agenda, or is not on the agenda: Speakers are given three minutes to address the Council during agenda item 9, "Public Comment on Consent and Non-Agenda Items."
 - Public comment is taken during agenda item 15, "Comments from the Audience." Speakers are given three minutes to address the Council.
 - To comment on an agenda item listed under Public Hearings: When the Mayor invites public comment, speakers are given three minutes to address the Council. Everyone will have the opportunity to be heard. The Council may take action on the item at the conclusion of the Public Hearing, or may take action at a later time.
 - To comment on an Action Item (agenda item 12): The Mayor will invite public comment prior to Council deliberation. Speakers are given three minutes to address the Council on that agenda item.
 - You may park for free in the Downtown Parking Garage located at 7306 Yale Avenue to attend this meeting.
 - In accordance with the Americans with Disabilities Act, if you need special assistance, please contact the City Clerk's Office at 240-487-3501 and describe the assistance that is necessary.

23-G-31

Approval of Minutes

MINUTES
College Park City Council Meeting
Tuesday, January 10, 2023
7:30 p.m. – 10:34 p.m.

**This was a hybrid meeting: Online via Zoom;
In-person in the Council Chambers of City Hall.**

PRESENT: Mayor Wojahn; Councilmembers Kabir, Kennedy, Esters, Whitney, Adams, Rigg, Mackie and Mitchell.

ABSENT: None

ALSO PRESENT: Kenneth Young, City Manager; Bill Gardiner, Assistant City Manager; Janeen S. Miller, City Clerk; Suellen Ferguson, City Attorney; Bob Ryan, Director of Public Services; Robert Marsili, Director of Public Works; Terry Schum, Director of Planning; Steve Halpern, City Engineer; Michael Williams, Economic Development Manager; Valerie Graham, Student Liaison.

Mayor Wojahn opened the meeting at 7:30 p.m.

Announcements:

Councilmember Kabir thanked fire fighters for their fast response to a house fire in north College Park.

Councilmember Esters reminded residents about the annual tribute to Dr. Martin Luther King, Jr. on Monday.

Councilmember Whitney asked District 2 residents to email her if they are experiencing flooding issues at their homes.

Councilmember Adams thanked the Public Works Department for the bench on the Trolley Trail. He discussed the recent spate of extraordinarily high WSSC bills; County Council Member Eric Olson will aggregate the complaints.

Councilmember Rigg thanked staff for the Winter Wonderland holiday event. He wondered if a fireworks event on New Year's Eve would be in order.

Councilmember Mackie discussed the City's MLK food drive. She urged residents to consider composting.

Councilmember Mitchell announced Founders Day for the Delta Sigma Theta sorority.

City Manager's Report: Mr. Young announced additional events this month to honor Dr. Martin Luther King, Jr. Curbside leaf collection has ended for the year. Free wood mulch is available for pickup. Information about tree planting is on the City website.

Proclamation: Mayor Wojahn read the proclamation in honor of Dr. Martin Luther King, Jr.

Amendments To/Approval Of The Agenda:

Adams/Mitchell: Motion to add 23-G-08, Letter to Gov-elect Wes Moore requesting capital support of Luminis Health Doctor's Community Medical Center, to the Consent Agenda, passed 8-0.

Mitchell/Esters: Motion to adopt the agenda as amended, passed 8-0.

Public Comment:

Dave Dorsch, resident: Why do we need to eliminate plastic and paper bags? No reason to ban paper bags. Can the Council move the Calvert Hills Flood Attenuation Project along?

CONSENT AGENDA: A motion was made by Councilmember Esters and seconded by Councilmember Mackie to adopt the Consent Agenda, which consisted of these items:

23-G-02	Approval of Minutes from the December 13, 2022 Council meeting. Approval of Closed Session minutes from June 7, September 6, October 11, October 18, November 15, and December 6, 2022.
23-G-05	Request for Multi-way Stop Sign on Marlborough Way at Limestone Place – Steve Halpern, City Engineer
23-G-06	Request for Multi-way Stop Sign on Roanoke Place at 51 st Avenue – Steve Halpern, City Engineer
23-G-07	Request for Multi-way Stop Sign on 51 st Avenue at Kenesaw Street – Steve Halpern, City Engineer

23-G-08 ADD	Letter to Gov-elect Wes Moore requesting capital support of Luminis Health Doctor's Community Medical Center.
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The motion passed 8-0.

ACTION ITEMS

23-G-03 Approval of City recommendations re Detailed Site Plan DSP-22015 for the RST development (9113 Baltimore Avenue) and of a Declaration of Covenants - Terry Schum, Director of Planning and Suellen Ferguson, City Attorney (Planning Board date is January 19)

Ms. Schum updated Council on the status of the negotiations with the applicant since the December 13 Worksession. Revised conditions and a revised Declaration of Covenants and Agreement Regarding Land Use have been provided. She summarized the changes: 2c: there are 360 parking spaces in the garage. 2h: Staff supports the modification to enable the applicant to not provide any of the required commercial store front on Baltimore Avenue. 2i: Staff supports the step down from 7 to 5 stories moving toward the residential (support of the alternative standard). They will provide a landscape buffer on nearby property. 4f: New condition has been added about access to the property from US 1 to provide right in/right out access from US 1. Applicant would have to reopen the Preliminary Plan to request reconsideration of this position, and then redesign the plan, which is expensive and the applicant objects. 5a: New clarification – should end with "on Delaware Street." 5c: Delete condition. 5.9: Changes to the parking elevation facing the neighborhood. 6. Removed consideration to removing the specimen trees on adjoining property because applicant will try to save them. Removed the request to provide green roofs on all the flat surfaces; it is provided on a small portion of the roof. Ms. Ferguson described the revisions to the Declaration of Covenants. They are generally acceptable; there are changes to paragraph 8 and paragraph 27.

Thomas Haller, attorney for RST, and Mr. Copeland, owner: Mr. Haller said they are in agreement on all the minor details of the Declaration of Covenants. They do not agree with Condition 4F/Item 27 in the Declaration of Covenants regarding the right in/right out on US 1 and request it be removed. He provided the background. They don't think it benefits the project at this point from either a safety or resident experience standpoint. They are trying to move forward with this project and don't want to go back and redesign this now. They are providing the right turn lane on Cherokee because they believe that is the better solution.

Council discussion:

- The right-in/right-out reconsideration
- Potential traffic congestion on Cherokee and backup on US 1
- The traffic study
- The landscape buffer
- How continued affordability is ensured – 100% affordable at 60% AML.

A motion was made by Councilmember Kennedy and seconded by Councilmember Kabir that the City Council support approval of DSP-21024 and related Departures with revised conditions as recommended by staff, and approve a Declaration of Covenants and Agreement Regarding Land Use in substantially the form attached, and including the request for reconsideration of the right-in/right-out from Baltimore Avenue.

Comments from the audience:

Oleh Podryhula: Council should kill this project; it does not belong in the neighborhood: Sustainability, low ceilings, higher density, and small parking spaces in the garage.

Judy Blumenthal, resident: Too many issues still need to be addressed and this is happening too fast. The timing should benefit the residents, not the developer.

Mary Cook, resident: Appreciates their accommodation of Meals on Wheels. Agrees with right-in/right-out; maybe the City or applicant can widen Cherokee. Step-down of 5 stories is still too high. 'No Subleasing' should be put into the covenants.

Lisa Ealley, resident, representing Meals On Wheels of College Park: Supports the project. They had to leave the City 2 years ago. They have a good location now but don't know what will happen in one year. Does not want a delay.

Amendment #1: Motion by Councilmember Rigg and second by Councilmember Adams, to remove references to right-in from US 1 from the Declaration of Covenants and the Conditions.

Comments from the audience on the amendment:

Mary Cook, resident: Weighing both sides of the issue; she made another suggestion they could consider.

Disclosure of communication: Councilmembers Mitchell, Mackie, and Mayor Wojahn said they had spoken with the developer about the project.

Vote on Amendment #1 to remove references to right-in from US 1:

Yes: Kennedy, Adams, Rigg.

No: Kabir, Esters, Whitney, Mackie, Mitchell.

Amendment fails 3-5.

Vote on main motion: The main motion passed 8-0.

23-G-04 Discussion and approval of 2023 Mayor and Council appointments to COG Boards and Committees – Mayor Wojahn

Council discussed the appointments.

A motion was made by Councilmember Whitney and seconded by Councilmember Mitchell to make the COG appointment for 2023 as attached. The motion passed 8-0.

Presentations And Worksession Discussions:

A. Discussion of a Better Bag Bill in the City – Robert Marsili, Director of Public Works

Todd Larsen, Chair, CBE: This only applies to the check-out bags, not the produce or meat bags.

Sarah Price, Maryland Retailers Association: They are in support of the model ordinance floated by the Sierra Club.

Martha Ainsworth: Grateful for the support.

Mr. Williams said 75-80% of the businesses he spoke with were supportive but they need guidance on the lead time and the mechanics of the program. He spoke to 150-175 retailers.

Delay implementation until we can add funds to City budget to purchase City-branded reusable bags.

Bring forward an ordinance by the end of the month.

B. Review of annual advisory board reports – Janeen S Miller, City Clerk

Council reviewed and discussed the reports. Ms. Miller highlighted funding requests. Bring forward approval of the individual Workplans next week, on the Consent Agenda.

C. Discussion of the 2023 Mayor and Council meeting schedule.

Council favors Version A with 36 meetings. Bring forward for approval on Consent next week.

Future Agenda Items:

Rigg/Kennedy: Discussion of rent stabilization program for single family homes, passed 8-0.

Council Comments: Council reported on outside meetings they attended.

[10:30, Adams/Mitchell, motion to extend the meeting, passed 8-0.]

Adjourn: Motion by Councilmember Rigg, seconded by Councilmember Adams, to adjourn the meeting, passed 8-0 at 10:34 p.m.

Janeen S. Miller, City Clerk

MINUTES
College Park City Council Meeting
Tuesday, January 17, 2023
7:30 p.m. – 9:01 p.m.

**This was a hybrid meeting: Online via Zoom;
In-person in the Council Chambers of City Hall.**

PRESENT: Mayor Wojahn; Councilmembers Kabir, Kennedy (via Zoom), Esters, Whitney, Adams, Rigg, and Mackie.

ABSENT: Councilmember Mitchell.

ALSO PRESENT: Kenneth Young, City Manager; Bill Gardiner, Assistant City Manager; Janeen S. Miller, City Clerk; Suellen Ferguson, City Attorney; Terry Schum, Director of Planning; Bob Ryan, Director of Public Services; Ryna Quinones, Communications and Events Manager; Kevin Blackerby, Events Coordinator; Michael Williams, Economic Development Manager; Valerie Graham, Student Liaison

Mayor Wojahn opened the meeting at 7:30 p.m.

Announcements:

Councilmember Kabir discussed ways to help a family displaced by a house fire.

Councilmember Esters thanked the Dr. Martin Luther King, Jr. Tribute Committee for yesterday's event; the Berwyn District Civic Association will hold a virtual meeting on Thursday.

Councilmember Whitney also commented on the Dr. Martin Luther King, Jr. Tribute.

Councilmember Mackie reminded people about the MLK Food Drive and highlighted the good information in the College Park Here and Now, and the Weekly Bulletin.

Mayor Wojahn announced the next meeting of the Prince George's County Municipal Association.

City Manager's Report: Mr. Young announced that City Council meetings are now broadcast over cable with Closed Captioning.

Amendments To/Approval Of The Agenda:

Rigg/Adams: to change the title of agenda item 23-G-18 from "approval of a parade date of July 4 with an alternative date of May 6, 2023" to "move parade date to May 6, 2023", 7-0.

Whitney/Esters: Adopt agenda as amended, 7-0.

Public Comment:

Brandaun Dean, aka "Pota": He described himself as a displaced resident, unhoused for 6 years, who has an impounded vehicle that he can't recover because he is still struggling with the ramifications of being unhoused. Asked the City Council to help him retrieve his automobile.

CONSENT AGENDA: A motion was made by Councilmember Whitney and seconded by Councilmember Rigg to adopt the Consent Agenda, which consisted of these items:

23-R-01	Resolution Of The Mayor And Council Of The City Of College Park Adopting The Recommendation Of The Advisory Planning Commission Regarding Variance Application CPV-2022-05, 4806 Harvard Road, College Park, Maryland Recommending Approval Of Three Variances: 1-Foot Front Yard Setback Variance, 9-Foot Front Yard Setback Variance And 4-Foot Setback Variances From Section 27-4202(E) Table II Of The Prince George's County Zoning Ordinance, To Convert An Attic Into Livable Space (1.5 Stories To 2 Stories).
23-G-09	Consideration of a contract amendment with Olney Masonry Corporation to allow for increases in unit costs and quantities in an amount not to exceed \$408,875 to complete construction of the Hollywood Streetscape Project.
23-G-10	Approval of the 2023 Mayor and Council meeting schedule Version A with 36 meetings per year.
23-G-11	Approval of the 2023 Animal Welfare Committee Workplan.
23-G-12	Approval of the 2023 Committee for A Better Environment Workplan.
23-G-13	Approval of the 2023 Education Advisory Committee Workplan.
23-G-14	Approval of the 2023 Seniors Committee Workplan.

23-G-15	Approval of the 2023 Tree and Landscape Board Workplan.
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The motion passed 7-0.

ACTION ITEMS

23-G-19 Consideration of amendment to RST Development, LLC DSP condition and covenant concerning right-in on Baltimore Avenue

Ms. Ferguson provided Council with an update on this item. The Planning Board date is Thursday. The issue is whether the County will approve a right-in from Baltimore Avenue into the garage, as the City Council requested. Tonight's motion would provide the City's position in either circumstance (approval or disapproval of the right-in to the garage from Baltimore Avenue).

Mr. Haller, attorney for the RST development: They are in support of the right-in movement, but they don't control what the Planning Board does. They are concerned this could cause a delay. Having a motion that speaks to either eventuality will keep things moving. The applicant will abide by the Planning Board decision, either way.

A motion was made by Councilmember Kabir and seconded by Councilmember Esters that the City Council amend the DSP condition and Declaration covenant to allow the decision by the Planning Board at the DSP hearing about the right-in option, if a denial on the merits, to resolve the issue and to relieve the developer of the requirement to file an application for reconsideration of the Preliminary Plan.

The motion passed 7-0.

23-G-16 Consideration of Public School Education Grants recommended by the Education Advisory Committee

Kiaisha Barber, Director of Youth, Family and Senior Services and Carolyn Bernache, Chair, EAC.

Ms. Barber said five grants are being presented for consideration tonight. The Council asked questions about certain applications. Ms. Barber explained that the County annually provides data on how many College Park students attend each public school. Additional applications may be forthcoming.

A motion was made by Councilmember Mackie and seconded by Councilmember Whitney that the City Council award the following FY 23 Education Grants:

- **\$2,250 College Park Academy: CPA Plus After School Program**
- **\$2,750 Berwyn Heights Elementary: Technology Support in Writing**
- **\$2,750 Buck Lodge Middle: Positive Behaviors Interventions and Supports Incentive Program**
- **\$8,000 Paint Branch Elementary: K-6 Field Trips/Assemblies**
- **\$8,000 Greenbelt Middle School: Loads of Love/Food Pantry/After School Program**

The motion passed 7-0.

23-G-17 Consideration of a contract amendment with KCI Technologies, Inc. for additional design services in the amount of \$162,739.80 for Duvall Field Park

Ms. Schum reviewed the staff report. Council previously requested information about two new items that were outside of the original scope of work: the splash pad and the enhanced band shell. This contractor would have to hire subcontractors to assist with the design of these two items since they are outside of their expertise, and has provided pricing to do so. We have lost our project manager on this project; the landscape architect has assumed the role. The question is whether Council wishes to move forward with one or both of the new features. We are already behind schedule on the project; deciding to move forward will further delay the project. Adding the additional features will add to both the design and the construction costs. This is only for design portion. The total project cost would increase by about \$335,000, increasing the total project from \$5.1 million to \$5.5 million. There is sufficient funding in the CIP to cover the design fees. Discussion of maintenance fees and cause of delays. Award of the construction contract will come back to Council for approval.

A motion was made by Councilmember Kennedy and seconded by Councilmember Kabir to approve a contract amendment to CP-21-03 with KCI Technologies, Inc. for additional design services in the amount of \$162,739.80 for Duvall field Park, in substantially the form attached.

The motion passed 7-0.

23-G-18 Approval of the date of Saturday, May 6, 2023 for the City parade.

Ms. Quinones reviewed the staff report and discussed the date of a City parade. The City Council agreed to try Saturday, May 6 for this year's parade, and asked if staff could develop a theme for the parade.

A motion was made by Councilmember Esters and seconded by Councilmember Adams to approve Saturday, May 6, 2023 for the 2023 City Parade and to host future parades in the spring. The motion passed 7-0.

Presentations And Worksession Discussions:

A. Agenda items for January 26 Four Cities meeting were suggested.

[Councilmember Mitchell joined the meeting at 8:55 p.m.]

Future Agenda Items: Mayor Wojahn requested a discussion of Rent Stabilization.

Comments: The Mayor reported on outside meetings and conferences.

Adjourn: A motion was made by Councilmember Esters and seconded by Councilmember Mackie to adjourn the meeting and reconvene into a Closed Session. Mayor Wojahn read the Closing Statement:

Pursuant to the statutory authority of the Maryland Annotated Code, General Provisions Article § 3-305(b), the Mayor and Council of the City of College Park are providing notice that they will meet in a Closed Session after the meeting on Tuesday, January 17, 2023 to discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; any other personnel matter that affects one or more specific individuals. They will not return to public session.

The motion passed 8-0, and the meeting was adjourned at 9:01 p.m.

**Closed Session
January 17, 2023**

At 9:01 p.m. on January 17, at the conclusion of the Council meeting, a motion was made by Councilmember Esters and seconded by Councilmember Mackie to adjourn into a Closed Session. Mayor Wojahn read the Closing Statement:

Pursuant to the statutory authority of the Maryland Annotated Code, General Provisions Article § 3-305(b), the Mayor and Council of the City of College Park are providing notice that they will meet in a Closed Session after the meeting on Tuesday, January 17, 2023 to discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; any other personnel matter that affects one or more specific individuals. They will not return to public session.

The motion passed 8-0.


Mayor Wojahn and Councilmembers Kabir, Kennedy, Esters, Whitney, Adams, Rigg, Mackie and Mitchell were present. In addition, the meeting was attended by City Manager Kenneth A. Young and City Attorney Suellen Ferguson. This was a hybrid meeting, with Councilmember Mitchell attending by Zoom, and the rest of the attendees meeting in person in the Council Chambers of City Hall. Mayor Wojahn was the Open Meetings Trainee.

The Mayor and Council discussed the City Attorney's evaluation. No action was taken.

At 9:34 p.m., on a motion by Councilmember Adams that was seconded by Councilmember Rigg, the Closed Session was adjourned.

23-G-28

Appointments to
Restorative Justice Commission
Bee City USA Committee
and an Honorary Member designation on
the Animal Welfare Committee

	<p style="text-align: center;">CITY OF COLLEGE PARK, MARYLAND ACTION ITEM COVER REPORT</p> <p style="text-align: right;">AGENDA ITEM <u>23-G-28</u></p> <p>Prepared By: Janeen S Miller, City Clerk</p> <p>Presented By: Janeen S Miller, City Clerk</p> <p style="text-align: right;">Meeting Date: 01/31/23</p> <p style="text-align: right;">Consent Agenda: Yes</p>
<p>Originating Department: City Clerk's Office for the Mayor and Council</p>	
<p>Action Requested: Approve appointments to City advisory boards, and approve the request for an Honorary Membership.</p>	
<p>Strategic Plan Goal: Objective 6: Inspire and nurture a welcoming and inclusive community that encourages and embodies engagement, collaboration, and equity throughout our City.</p>	
<p>Background / Justification: The Mayor and Council have 17 advisory boards that are comprised of a diverse group of talented individuals in the community. Although most appointments to City advisory boards occur in June for terms that begin July 1, these are mid-term appointments.</p> <p>The following appointments are being brought forward:</p> <ul style="list-style-type: none"> • To the Restorative Justice Commission: Kathleen Lawson, Pamela Randall-Boardley and June Robinson. • To the Bee City USA Committee: Terra Virsilas <p>In addition, the Animal Welfare Committee has submitted a request to the Mayor and Council to make Kennis Termini an Honorary Member of that Committee.</p>	
<p>Fiscal Impact: None</p>	
<p>Council Options:</p> <ol style="list-style-type: none"> 1. Approve the appointments and the Honorary Member request. 2. Make changes and then approve. 3. Take no action and delay the appointments. 	
<p>Staff Recommendation: #1</p>	
<p>Recommended Motion: <i>I move to approve the appointments of Kathleen Lawson, Pamela Randall-Boardley and June Robinson to the Restorative Justice Commission; to approve the appointment of Terra Virsilas to the Bee City USA Committee; and to approve the request by the Animal Welfare Committee to designate Ms. Kennis Termini an Honorary Member of the AWC.</i></p>	
<p>Attachments: None.</p>	

23-G-23

Approval of an amendment to the License Agreement for the parking meters located at 7242 Baltimore Avenue (the former Applebee's)



**CITY OF COLLEGE PARK, MARYLAND
ACTION ITEM COVER REPORT**

AGENDA ITEM: 23-G-23

Prepared By: Jim Miller
Parking Enforcement Manager

Meeting Date: 01/31/2023

Presented By: Suellen Ferguson, City Attorney
Jim Miller, Parking Enforcement Manager

Proposed Consent: Yes

Originating Department: Public Services/Parking Enforcement Division

Action Requested: Approval of an amendment to the license agreement for the (former) Applebee's parking lot located at 7242 Baltimore Avenue to authorize removal of City installed parking meters.

Strategic Plan Objective: #5 - Plan and facilitate strategic economic development and smart growth to support a variety of businesses that can thrive and serve the diverse needs of our community.

Background/Justification:

On September 18, 1986, the City of College Park and the College Park Shopping Center entered into a License Agreement to regulate, enforce, and maintain the parking lots belonging to the College Park Shopping Center, Limited Partnership, including one located at 7242 Baltimore Avenue, known in the agreement as Parking Lot #2. The License Agreement requires any notice of termination to be given 90 days beforehand. On December 7, 2022 the City received a Notice of Termination effective March 7, 2023, from CPSC Knox Member, LLC, successor to College Park Shopping Center, Limited Partnership (herein referred to "Landlord"), concerning Parking Lot #2 only. The Landlord has requested that the City allow removal of the City's parking meters from Lot #2 at this time, instead of waiting until the termination date of March 7, to assist their tenant, CHICK-FIL-A, INC., with its construction schedule. The attached letter amends the License Agreement and gives effect to this request. The meters will be removed by the tenant and returned to the City, which will recycle same as scrap metal. The letter also requires a Second Amendment to formalize these changes and recognize that CPSC KNOX MEMBER, LLC, is successor to College Park Shopping Center Limited Partnership.

Fiscal Impact:

Revenue loss for citations issued and monies collected from existing meters on site, from date of approval to March 7, 2023. Parking Enforcement staff will no longer need to patrol or maintain meters in this lot.

Council Options:

1. Approve the amendment in substantially the form attached.
2. Propose different amendments to the License Agreement
3. Deny the amendment to the License Agreement.

Staff Recommendation:

Option #1

Recommended Motion:

I move to approve an amendment to the License Agreement in substantially the form attached to authorize the removal of City parking meters from Lot #2, located at 7242 Baltimore Avenue.

Attachments:

1. Original License Agreement between the City of College Park and the College Park Shopping Center.

2. Notice of Termination Letter from CPSC Knox Member, LLC, successor to College Park Shopping Center, Limited Partnership.
3. Amendment to the License Agreement for the Applebee's parking lot
4. Exhibit A (Description of Land)

LICENSE AGREEMENT

THIS LICENSE AGREEMENT made as of the 18th day of Sept, 1986 by and between COLLEGE PARK SHOPPING CENTER, Limited Partnership, a Maryland Limited Partnership (hereinafter called "Owner"); and the City of College Park, Maryland, a municipal corporation (hereinafter called the "City").

WITNESSETH:

WHEREAS, the Owner owns various real properties in the City of College Park, Prince George's County, State of Maryland, as more particularly hereinafter described, comprising a shopping center known as College Park Shopping Center (the "Shopping Center") located in the 7300 block of Baltimore Avenue in College Park, Maryland, College Park Office Building # (1) located at 7338 Baltimore Avenue, College Park Office Building # (2) located at 4417 Hartwick Road, and the Owner also owns a certain motion picture theater known as the "College Park Theater" (the "Theater") located at 7242 Baltimore Avenue, College Park, Maryland, the stores in said Shopping Center being leased to various occupancy tenants and the Theater being under lease to a theater operator; and

WHEREAS, in connection with the operation of the Shopping Center and the Theater, the Owner owns and now operates three (3) automobile parking lots, one of which is for use by customers of the Shopping Center, and the other of said lots being for use in common by Theater patrons and occupants of the building known by street address as 4417 Hartwick Road, College Park, Maryland, and also employees of tenants at the Shopping Center, all as more particularly described below, and the Owner and City have agreed that, the operation of said parking lots shall be placed under the supervision, and management of the City pursuant to the terms and conditions hereof for the term and upon the terms and conditions herein set forth.

NOW, THEREFORE, in consideration of the premises and of Ten Dollars (\$10.00) and other valuable consideration paid by each party hereto unto the other the receipt and sufficiency of which are hereby acknowledged, and of the mutual covenants and agreements of the parties as herein set forth, the Owner and the City do hereby covenant and agree to and with each other as follows:

I. DESCRIPTION OF PARKING LOTS

(A) In connection with the operation of the Shopping Center, the Owner now owns and operates the parking lot located immediately adjacent to the stores in the Shopping Center and designated as "Parking Lot #1" on the drawing entitled "College Park Shopping Center, College Park, Berywn District No. 21, Prince George's County, Maryland" prepared by Ben Dyer Associates, Inc., bearing Job No. J5409 dated July 1981, a copy of which marked Exhibit "A" is attached hereto and made a part hereof said parking lot being hereinafter called "Parking Lot #1", same being intended for the exclusive use of customers of the occupancy tenants in the Shopping Center.

(B) The Owner owns and leases to a theater operator (the "Theater Tenant") the parking lot designated as "Parking Lot #2" on the attached Exhibit "A" (hereinafter called "Parking Lot #2"), for the use in common by patrons of the Theater, employees of the tenants at the Shopping Center, and occupants of the "Office Building".

(C) The Owner owns the parking lot designated as Parking Lot #3 on the attached Exhibit "A" (hereinafter called Parking Lot #3), for the use in common by the tenants of the offices on the upper levels of the shopping center and their patrons.

II. LICENSE TO OPERATE

(A) Subject to the terms, conditions and provisions hereof, the Owner does hereby grant to the City and the City does hereby accept an exclusive license and privilege to operate, manage, supervise and over-see the operation of the aforesaid Parking Lot #1, Parking Lot #2 and Parking Lot #3 (together hereinafter sometimes referred to as the "Parking Lots", and individually as a "Parking Lot"). The City confirms that it has proper authority to execute and perform this Agreement and that the signatory for the City has full authority to bind the City to execute and perform this Agreement.

III. TERM OF AGREEMENT

(A) Subject to the terms and conditions hereof, this License Agreement shall be for an initial term of three (3) years commencing on the 10th Day Nov 86 (commencement date) and fully expiring without notice at midnight on the 7th Day Nov 89 (expiration date) (the "Initial Term"), unless sooner terminated in accordance with the terms hereof or renewed and extended pursuant to the terms and provisions hereof.

(B) After expiration of the aforesaid three (3) years Initial Term, this Agreement shall be automatically renewed and extended for successive periods of one (1) year each; provided, however, that either the Owner or the City at their option and discretion may terminate this Agreement effective at the end of the Initial Term or at the end of any succeeding one (1) year renewal term thereafter by giving to the other party written notice of such termination at least ninety (90) days prior to the expiration date of the then operative Initial Term or one (1) year renewal term as the case may be.

(C) The Owner at its exclusive option and discretion may terminate this License Agreement in respect of all of the Parking Lots at any time during the Initial Term or any operative renewal term, so long as the Owner pays to the City all costs associated with the meters and their installation plus all direct and indirect personnel costs of the City limited to an amount equal to NINETY EIGHT THOUSAND and 00/100 Dollars reduced by the amount of meter revenue received by the City as of the effective date of termination hereof. The Owner shall give to the City at least ninety (90) days prior written notice of the effective date of termination hereof (including also the Parking Lots or Lot with respect to which this Agreement is being terminated) in the case of any termination for any reasons described in this Paragraph III (C).

IV. INSTALLATION OF PARKING METERS; OPERATION

(A) The City shall use its best reasonable efforts to cause to be installed on the Parking Lots, within One Hundred Eighty (180) days after the date hereof at no cost to Owner coin operated automobile parking meters and meter posts, and parking curb bumpers (identified on Exhibit "A" as "auto stops"), and any necessary parking space striping, all of which installation shall be substantially as shown and designated on Exhibit "A"; subject to changes in such locations as the City may from time to time determine in its reasonable discretion, subject to Owners approval. All maintenance, replacements and repairs necessary for the meters, meter posts and parking curb bumpers installed by or for the City will be performed by the City at its expense when and as necessary. The City will install one (1) meter head for each auto parking space on the Parking Lots.

(B) The City will enforce the violations of parking meter restrictions, and to monitor the meters and use thereof at the subject property. The City will hire staff sufficient to control the Parking Lots as established herein during all hours of operation as set forth in Article IV (F). The City hereby agrees to hire one (1) full-time and two (2) part-time meter attendants initially for this purpose. The City shall indemnify and hold harmless the Owner from any costs or liabilities arising from the acts or omissions of the meter attendants.

(C) The City shall not be responsible for maintaining, operating or repairing the Sovran Bank Parking Lot shown on Exhibit "A", or any sidewalk areas within the parking lot areas.

(D) Parking meters for Parking Lot #1 shall permit a maximum of one (1) hour parking. Parking meters on Parking Lot #2 shall permit parking for a maximum of three (3) hours. Parking meters for Lot #3 shall permit parking for one and one half (1 1/2) hours maximum. Meter charges on the Parking Lots will be consistent with rates charged by the City from time to time on other public parking lots operated by the City, and the City will notify Owner of any changes in meter rates at the Parking Lots ten (10) days prior to implementing such changes. Initially the rates are to be as follows:

.05 (five cents) for 15 minutes, .10 (ten cents) for 1/2 hour, .20 (twenty cents) for 1 hour with a .25 (twenty five cents) convenience slot. The City also agrees that during the term of this Agreement to a cap of .30 (thirty cents) per hour during the initial three year term.

All funds collected in said parking meters, all fines and parking ticket payments paid by persons charged with parking violations on the Parking Lots shall belong solely to the City during the term hereof.

(E) During the term hereof, Owner shall establish three (3) automobile parking spaces or the number of parking spaces required by applicable law, whichever is less, on Parking Lot #1 for the exclusive use of handicapped motorists, and will install a sidewalk ramp in the vicinity thereof to accommodate access by such handicapped persons.

(F) During the term hereof, the City will monitor Lots #1 and #3 from 8:00 a.m. through and including 10:00 p.m. Lot #2 will be monitored from 8:00 a.m. through and including 7:00 p.m. This monitoring will be performed on these Parking Lots each day Mondays through and including Saturdays, and on the following City and Federal observed holidays, Martin Luther King's Birthday, George Washington's Birthday, Good Friday, Memorial Day, Labor Day, Columbus Day, Veteran's Day. The days and times for monitoring shall be subject to ninety (90) days review by the Owner at any time during the term of this Agreement, at which time the hours can be adjusted according to demand on the Parking Lots, subject to approval of the City. The City will not be required to monitor on Sundays and any other City and Federal observed holidays.

(G) The City at its expense will furnish to Owner, on request of Owner, parking permits allowing free use of parking spaces on Parking Lot #2 and Parking Lot #3, such stickers to be distributed by Owner to employees of tenants at the Shopping Center and to occupants of the Office Buildings. The employees of the retail tenants, including the Theater, and of Office Buildings #2 will only be allowed to park free on Lot #2. Office tenants and employees of Office Buildings #1 above the Shopping Center will only be allowed to park free on Lot #3. All the tenants will be issued color designated parking permits which will designate which lot they will be allowed to park in. At the expense of the City, these permits will be renewed a minimum of twice yearly.

V. PROMOTION

Approximately one (1) month prior to its operation of the parking meters the City at its own expense will advertise the

establishment of the subject parking meter system at the Parking Lots, and will give notice to the public that said system will take effect the following month. However, any signs or notices whether or not in connection with such promotion, and also the location of such signs, will be subject to Owner's prior approval. In the event the city places signs on the subject property, pursuant to this Article, it shall be solely responsible for the maintenance, repair or replacement of such signs and shall hold the Owner harmless as to any personal injury or property damage related to the signs.

VI. LIENS

In no event shall the City place, cause or permit to be placed, filed or enforced any mechanic's or materialmen's or other liens, claims or encumbrances against or affecting the Shopping Center, the Theater, the Parking Lots or any other properties of Owner in connection with the exercise, performance or use of any of the City's rights, privileges, powers or license hereunder or the installation, purchase, leasing, operation, removal, repair, maintenance or use of any equipment, facilities or systems hereunder.

VII. NATURE OF AGREEMENT

This Agreement constitutes a license only, revocable in accordance with the terms hereof; and is not a lease or rental agreement of any kind. The relationship of Owner and the City hereunder is not that of landlord and tenant, nor that of principal and agent, nor is either to be considered as being the partner or agent of the other; and instead their relationship is strictly and solely that of licensor (Owner) and licensee (City). In no event shall the City have the right to pledge the credit of or obligate the Owner in respect to any matters.

VIII. MAINTENANCE: CLEANING: REPLACEMENTS: ALTERATIONS

(A) During the term hereof, the City at its own expense will, promptly, when and as necessary, perform all of the following services for the Parking Lots, namely: removal of all trash, rubbish, debris, ice and snow therefrom (excluding the removal of trash and rubbish which occupancy tenants at the Shopping Center or Theater are required to remove under the terms of their respective occupancy Leases); the repair and replacement of parking bumpers, and restripe the lots when necessary. During the term hereof, the City at its own expense will contract with competent and qualified companies for the performance of the functions described above in this Paragraph VIII (A), provided that such contracts do not violate any other written agreements to which the City is a party. If the City fails to perform any such removal of snow, ice, trash, rubbish or debris, promptly when and as same accumulates, in accordance with Owner's established procedure, then Owner after giving prior notice to the City at its option and discretion may cause such work to be performed and the City will reimburse Owner upon presentation of paid invoices for the reasonable costs incurred in connection therewith.

(B) All installations, alterations, and replacements on the Parking Lots which change configurations of parking spaces as called for in this Agreement shall be subject to Owner's reasonably exercised prior written consent regarding the details thereof, including all contracts prior to final contracting.

IX. OWNER'S RIGHTS TO PERFORM

Owner reserves the right at its option (but without obligation to do so), upon prior notice to the City to perform any functions herein undertaken by the City, if the City does not so perform; and in such event the City will reimburse the Owner upon presentation of paid invoices for all reasonable costs incurred by Owner in performance thereof.

X. FORCE MAJEURE

All time periods for performance by the City of its agreements hereunder shall be extended by the reasonable periods of delays occasioned by inclement weather or acts of God which in fact interfere with and hinder the performance of such agreements (e.g., difficulty which the City might experience in enforcing the obligation of Shopping Center customers to park within the lined parking spaces, when the spaces are covered by snow prior to the City's prompt removal of snow after accumulation thereof).

XI. INDEMNITY

On or before the earlier to occur of the commencement date of the term hereof, or the commencement of any operation of the Parking Lots by the City, the City will furnish to Owner evidence of a public liability insurance policy to be maintained by the City at all times while this Agreement remains in force in an amount of at least One Million Dollars (\$1,000,000) for death or injury to one or more persons in any one occurrence and at least Fifty Thousand Dollars (\$50,000) for damage to personal property during the term hereof, and the City will include the Owner as an additional insured thereunder with a Certificate of such policy to be delivered to Owner upon request. The City agrees to provide the Owner with thirty (30) days prior notice of cancellation of such policy. Renewal Certificates for such policies will be delivered to Owner by the City at least ten (10) days prior to expiration of any such policy. All premiums for said policies and renewals will be paid by the City.

XII. PUBLIC RIGHTS; TENANTS ACCESS

Owner reserves the right to close temporarily the Parking Lots and/or means of ingress and egress thereto and therefrom, and any walkways and drives of the Theater or Shopping Center and/or the Office Building #2, in order to facilitate alteration, remodeling or renovation of the subject property or to prevent any vesting of rights in the public in any such properties. In no event shall this Agreement be deemed to confer on the City any easements, rights-of-way or ownership interest in any property of the Owner. The City will afford to Owner's tenants and their customers, employees and invitees normal means of ingress, egress and access to the Shopping Center, Theater, the Office Building #2 and the Parking Lots, in the exercise of the City's license hereunder.

XIII. ADDITIONAL TERMINATION RIGHTS; COMPENSATION; REMOVAL BY CITY

(A) In addition to Owner's rights to terminate this Agreement under Article III hereof, commencing with the end of the first year of the Initial Term, Owner shall have the right to terminate this Agreement by giving written certification to the City at least ninety (90) days prior to the effective termination date, in the event that the operation of the Parking Lots hereunder is detrimental to or adversely affects the welfare and optimum operation of the Shopping Center and/or the Theater and/or the Office Building, or the business of Owner's occupancy tenants of any or all of said properties, all as determined by Owner in its exclusive discretion.

(B) In the event the Owner terminates the Agreement at the end of any year of the Initial Term pursuant to Article XIII (A), then the Owner will be responsible to pay an amount not to exceed Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) to be applied by the City to the original capital outlay of Ninety Eight Thousand and 00/100 Dollars, reduced by the amount of meter revenue received by the City. These costs are for the capital outlay of approximately SIXTY THOUSAND DOLLARS (\$60,000.00) for the meters, posts, etc. and THIRTY EIGHT THOUSAND DOLLARS (\$38,000.00) for labor and administration. At such time as the capital outlay of NINETY-EIGHT THOUSAND DOLLARS (\$98,000.00) has been obtained from meter revenue, the City will so notify the Owner by certified mail and the

Owner, in the event it terminates the Agreement, will be released from this dollar commitment.

(C) In no event shall the City be entitled to any such Reimbursement if the reason for termination hereof is any condemnation or taking by the City (permanent or temporary) in whole or in part of the Shopping Center, Theater, Parking Lots or any other property of Owner relating thereto, or due to any sale or other conveyance thereof to the City in lieu of condemnation, or if any such condemnation or related conveyance or sale is made at the request of or for the direct benefit of the City (regardless of whether implemented by another public authority), or is caused by any involuntary conversion, change in grade or closing or widening of any street or other governmental action of the City or for the benefit of the City substantially adversely affecting the Shopping Center, Theater and/or Parking Lots or related property or if this Agreement is terminated by the City pursuant to Article III (B) hereof, or if this Agreement terminates at any time after the expiration of the first year of the Initial Term hereof.

(D) Upon any termination (which term, for purposes of this Paragraph (D) includes final expiration hereof without extension or renewal) of this Agreement by either party for any reason, the "Restoration Work" (as defined hereinbelow) shall be performed and paid for as follows (subject, however, to Article XVIII hereinbelow):

(1) If the termination hereof occurs during the first year of the Initial Term of this Agreement, then Owner at its own expense will perform and pay for the Restoration Work. In the event the City exercises whatever right to terminate it may have hereunder, and if the City terminates this contract at the end of the first year, it will perform the Restoration Work at its own expense.

(2) If the termination hereof occurs during the second year of the Initial Term hereof, the Owner will perform the Restoration Work, and the Owner and City shall each pay one-half (1/2) of the costs of such Restoration Work.

(3) If the termination hereof occurs at any time after the expiration of the second year of the Initial Term hereof (including during the balance of said Initial Term or during any period thereafter), the City alone will perform all such Restoration Work and pay all costs thereof. In performing such Restoration Work, the City will by no later than the effective date of termination hereof fully remove from the Parking Lots all of the meter posts, meter heads, parking curb bumpers installed by or for the City, and will repair, fill and patch-pave all holes in the surfaces of the Parking Lots caused by such removal of the aforesaid items and restripe Lots as previous configuration. However, if such termination hereof becomes effective during the Winter season such that removal of the meter posts, curb bumpers and the repairing, filling and patch-paving of holes caused by such removal cannot practicably be performed because of the presence of ice, snow and/or cold weather, then the City may delay the performance of such removal and Parking Lot repair until the earliest possible date for performance thereof in the immediately ensuing Spring when warm weather returns permitting such patch-paving (whereupon the City will fully and promptly complete such work). However, in any event the meter heads will be removed by the City no later than the effective termination date hereof, regardless of when the termination hereof occurs and whether it occurs by act of Owner or the City or by expiration of this Agreement without same being renewed or extended.

(4) For purposes of this Agreement, the term "Restoration Work" shall mean and refer to all work necessary to fully remove from the Parking Lots all of the parking meter posts and parking

curb bumpers ("Auto Stops") and to repair and restore to good condition the surface of the Parking Lots damaged by removal of any such items (including the filling of holes and the patch-paving of the Parking Lots' surfaces with like materials, wherever such surfaces are disturbed by such removal and holes). In no event is the removal of the parking meter heads included in the Restoration Work, such removal to be done by the City at its own expense as aforesaid and without damage to the Parking Lots or other property of Owner or its tenants.

(5) However, in all events whether or not related to termination if the City or its agents, employees or contractors cause any damage to the Parking Lots, Shopping Center, Office Building or Theater in any such removal or otherwise, in the ordinary course of business, the City at its own expense will promptly repair such damage with no contribution from Owner to the costs thereof.

XIV. CONDITION AT COMMENCEMENT; ELECTRIC POWER

At commencement of the Initial Term hereof, Owner shall see that the existing paving, striping and lighting systems of the Parking Lots are in good condition, and acceptable by the City, and that the lighting thereof is adequate to permit monitoring of the Parking Lots by the City during the evening hours herein specified. The lighting for the Parking Lots will be operated after dark at the Owner's cost and expense during the hours that the Shopping Center and/or Theater are open for business, and/or during all evening hours that parking enforcement is in effect.

XV. TICKETING PROCEDURES; METER INCOME

Owner hereby authorizes the City to issue parking violation notices (tickets) to automobile operators who violate the parking restrictions on the use of the Parking Lots as herein provided, and to tow vehicles in violation of such restrictions off the Parking Lots for impoundment by the City. However, the Owner makes no representation or warranty to the City that City is legally entitled to exercise such functions, nor does Owner assume liability for actions of the City hereunder.

XVI. LIMITATION ON RIGHTS

It is understood and agreed that no tenant of Owner or such tenant's sublessees, licensees or concessionaires, nor any member of the public, nor any employees, customers or patrons of any of Owner's tenants or their sublessees, shall have any rights under this Agreement nor any rights to enforce this Agreement, nor any rights by virtue hereof to compel Owner or the City to enforce any provisions hereof for the benefit of such other party or of a party hereto; and only the Owner and the City may enforce their respective rights hereunder.

XVII. TERMINATION DUE TO UNLAWFULNESS

If it is finally determined by a court of competent jurisdiction and last resort that the City lacks the lawful right to exercise its powers hereunder or to issue and/or enforce parking violation notices on the Parking Lots, or to tow and remove therefrom vehicles parked thereon in violation of the terms hereof, then in such event Owner may terminate this Agreement on ninety (90) days prior written notice to City, and the City will indemnify the Owner from any liability, attorney's fees, defense costs or court costs related to such litigation and at its own expense (with no contribution from Owner to the costs thereof) perform all of the Restoration Work mentioned in Article XIII (D) (5) hereof, and remove the parking meter heads and posts, by no later than the effective date of termination under this Article XVII (subject, however, to the provisions of Article XIII (D) (3) hereof), and in such event the City will not be entitled to any Reimbursement under Article XIII (B) hereof.

If it is determined by a court of competent jurisdiction that the Owner lacks the lawful right to grant the license intended to be granted hereunder, the City, then, may terminate this agreement upon prompt notice to Owner, and Owner will indemnify the City from any liability, defense or court costs related to such litigation and pay for any and all damages sustained by the City.

XVIII. COSTS /RECORDS

For purposes of confirming the Reimbursement to City called for in Article XIII (B) hereof, the City will maintain at its offices appropriate records of all costs of the items covered by said Reimbursement (including labor, materials and installation work for the parking bumpers and the parking meter equipment leases and rental payments thereunder made and to be made by the City, and all City personnel costs, and all related matters of which the Reimbursement is comprised, and of all related matters) and of payments thereof, and furnish same to Owner upon request, to substantiate the Reimbursement to which the City would make a claim under Article XIII (B). Compliance with this paragraph shall be a further condition precedent to any such Reimbursement.

XIX. NOTICES. All notices and communications which either party desires or is required to give hereunder shall be in writing, sent by certified or registered first class U.S. Mail, postage prepaid, return receipt requested, addressed to Owner at GOODMAN SEGAR HOGAN, INC., Attn: Daniel R. Owen, Agent, 7101 Wisconsin Avenue, Suite 1000, Bethesda, Maryland, 20814, and to the City c/o Mr. Donald L. Byrd, Director of Public Services, City of College Park, 4500 Knox Road, College Park, Maryland, or such other address as either party for itself may designate in writing to the other.

XX. TERMINATION OF SERVICE AGREEMENTS

Upon any termination hereof, City will, effective as of such termination date, cause all of its service contracts for maintenance of the Parking Lots to be terminated.

XXI. CAPTIONS; ETC.

The captions of the paragraphs hereof do not form a part of this Agreement, nor do they define, limit or affect the terms hereof. This Agreement shall be construed under the laws of the State of Maryland.

XXII. ASSIGNMENT

City shall have no right to assign this Agreement or any of its rights or obligations hereunder. Owner shall have the right to assign this Agreement in whole or part to its successors and assigns. The provisions including its obligations hereof shall bind and inure to the benefit of the parties hereto and their successors and assigns (except as aforesaid regarding the City).

XXIII. ENTIRE AGREEMENT

This instrument contains the entire agreement of the parties as to the subject matter hereof, and is a complete integration of all their agreements, and may not be amended other than by writing signed by both parties. The parties shall not be bound by any oral agreements or written correspondence between them, but only by the provisions herein contained.

WITNESS the execution hereof by the parties as of the date first hereinbefore written.

WITNESS:

Nancy L. Maguire

ATTEST:

Jeanette M. Ripley

OWNER:

COLLEGE PARK SHOPPING CENTER
LIMITED PARTNERSHIP
a Maryland Limited Partnership

By: Donald L. Byrd (SEAL)
General Partner

CITY OF COLLEGE PARK
a Municipal Corporation

By: Donald L. Byrd

Name: DONALD L. BYRD

Title: Acting City Administrator

AMENDMENT TO LICENSE AGREEMENT

This is an Amendment to a License Agreement, dated September 18, 1986, by and between College Park Shopping Center ("Owner") and the City of College Park, Maryland ("City").

Paragraph VIII of the License Agreement is hereby amended by adding a new Subparagraph (C), as follows:

C. During the term hereof the City, at its own expense, will, promptly, when and as necessary, provide all ordinary, necessary repairs and replacements to the Parking Lots, other than repair or replacement required by occurrences cataclysmic in character or from unforeseen, subsurface causes. If any such work changes the configuration of parking spaces, such work shall be subject to the Owner's reasonably exercised prior written consent regarding the details thereof, including the Owner's consent to proposed contracts. Further, all such work shall be coordinated with the Owner or the Owner's designated agent so as to minimize any disruption to the Shopping Center.

This Amendment shall be effective as of September 18, 1986 as if it were part of the original License Agreement.

Accordingly, the cost of the most recent repaving of the
Parking Lots shall be borne by the City.

This Amendment is made on this 8th day of
~~November~~
~~October~~, 1990 (but effective as of September 18, 1986).

WITNESS:

OWNER:

COLLEGE PARK SHOPPING CENTER
LIMITED PARTNERSHIP
a Maryland Limited Partnership

Peggy Rudlow

By: *Samuel J. Ruffalo* (SEAL)
General Partner

ATTEST:

CITY OF COLLEGE PARK
a Municipal Corporation

Miriam P. Wolff

By: *Richard N. Conti*

Name: Richard N. Conti

Title: City Administrator



December 7, 2022

CITY OF COLLEGE PARK
Attn: Jim Miller
4500 Knox Road
College Park, MD 20740

Re: License Agreement dated September 18, 1986 (the "Agreement") by and between College Park Shopping Center, Limited Partnership, a Maryland limited partnership (hereinafter called "Owner") and the City of College Park, Maryland, a municipal corporation (hereinafter called the "City").

Dear Jim Miller,

Please be advised that this letter shall serve as notice of Owner's election to terminate the Agreement with respect to Parking Lot #2. Owner has entered into a new lease with a new occupant for the building located on the property, and the existence of the City's parking meters on the southern portion of Parking Lot #2 (as delineated in the attached enclosure) will be detrimental to the welfare and optimum operation of such tenant's use of the property. Notwithstanding the foregoing, Owner does not at this time elect to terminate the Agreement with respect to Parking Lot #1 and/or Parking Lot #3. As such Owner desires to negotiate an amendment to the Agreement to effectuate the termination of the Agreement with respect to Parking Lot #2, and to amend the Agreement in other respects with respect to Parking Lot #1 and Parking Lot #3. Pursuant to the Agreement, Owner is required to give the City at least ninety (90) days prior written notice of the effective date of termination of the Agreement; therefore, it is Owner's intent that the Agreement, with respect to Parking Lot #2 only, shall terminate as of March 9, 2023. The City shall perform all Restoration Work no later than the effective date of such termination of Parking Lot #2.

Please advise as to whether the City would like to prepare the proposed amendment to the Agreement or if Owner should prepare same. We look forward to hearing from you.

Sincerely,

CPSC KNOX MEMBER, LLC,
a Maryland limited liability company

By: COLLEGE PARK SHOPPING CENTER, LLC

DocuSigned by:
By: Robert J.T. Rosenfeld (SEAL)
Robert J.T. Rosenfeld, Managing Member

Effective Date: February 1, 2023

VIA EMAIL & FEDEX

City of College Park
7401 Baltimore Avenue
College Park, MD 20740
ATTN: Jim Miller

CPSC Hartwick Member, LLC
c/o Willard Retail
4800 Hampden Lane, Suite 800
Bethesda, MD 20814

Re: *License Agreement between College Park Shopping Center Limited Partnership and the City of College Park*

Dear All:

By their countersignature to this letter, CHICK-FIL-A, INC., ("CFA"), Tenant, CPSC KNOX MEMBER, LLC, successor to College Park Shopping Center, Limited Partnership, ("Landlord"), and the City of College Park ("City") hereby acknowledge and agree as follows:

1. CFA leases the land more particularly described on Exhibit A attached hereto ("Land").
2. The Land is subject to that certain *License Agreement* dated September 18, 1986, as amended by that certain *Amendment to License Agreement* dated November 8, 1990 (as amended, the "**License Agreement**"). The City and Landlord confirm that there are no further amendments to the License Agreement .
3. The Land contains "Parking Lot #2" as defined under the License Agreement.
4. The City acknowledges receipt of Landlord's notice of termination dated December 7, 2022 pursuant to Paragraph III(C) of the License Agreement as it relates to the Land, including Parking Lot #2, only, and confirms that the Land will be permanently released from the License Agreement as of Tuesday, March 7, 2023. Further, the City acknowledges that no payment is due with respect to the termination.
5. Acknowledging that CFA would like to commence its redevelopment activities on the Land as soon as possible, the City hereby confirms that it is relinquishing the right to locate and operate parking meters, and any obligations related thereto under the License Agreement as it relates to Land only, as of the effective date.
6. In order to prevent use by the public, CFA will fence off the parking area on the Land to prevent public use for the duration of CFA's redevelopment activities on the Land. From the effective date of this letter to and until March 7, 2023, neither CFA nor the Landlord will rent or otherwise receive remuneration for use of the area encompassed in Parking Lot #2 for parking of vehicles.
7. Within three (3) business days after CFA has erected a fence around the parking area on the Land, CFA may remove and hold any existing parking heads and meter poles as part of CFA's redevelopment activities (such removal and holding to be at CFA's sole expense). If so removed, CFA agrees to store the same on behalf of the City until the City is ready to retrieve the same. If the City has not retrieved its meters within six (6) months following removal, CFA is hereby authorized to dispose of the poles as CFA sees fit.
8. The Landlord and the City shall enter into a Second Amendment of the License Agreement reflecting the removal of obligations and rights of the parties with respect to the Land and Parking Lot #2 on or before March 7, 2023.

9. This letter agreement may be executed via DocuSign and/or in counterparts – each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

Very truly yours,

CHICK-FIL-A, INC., a Georgia corporation

By: _____

Name: _____

Title: _____

Date: _____

The City and Landlord hereby acknowledge and agree to the terms of this letter.

WITNESS:

CITY OF COLLEGE PARK

Janeen S. Miller, CMC, Clerk

By: _____
Kenneth A. Young, City Manager

LANDLORD:

CPSC KNOX MEMBER, LLC,
a Maryland limited liability company

By: COLLEGE PARK SHOPPING CENTER, LLC,
a Maryland limited liability company

By: _____

Name: _____

Title: _____

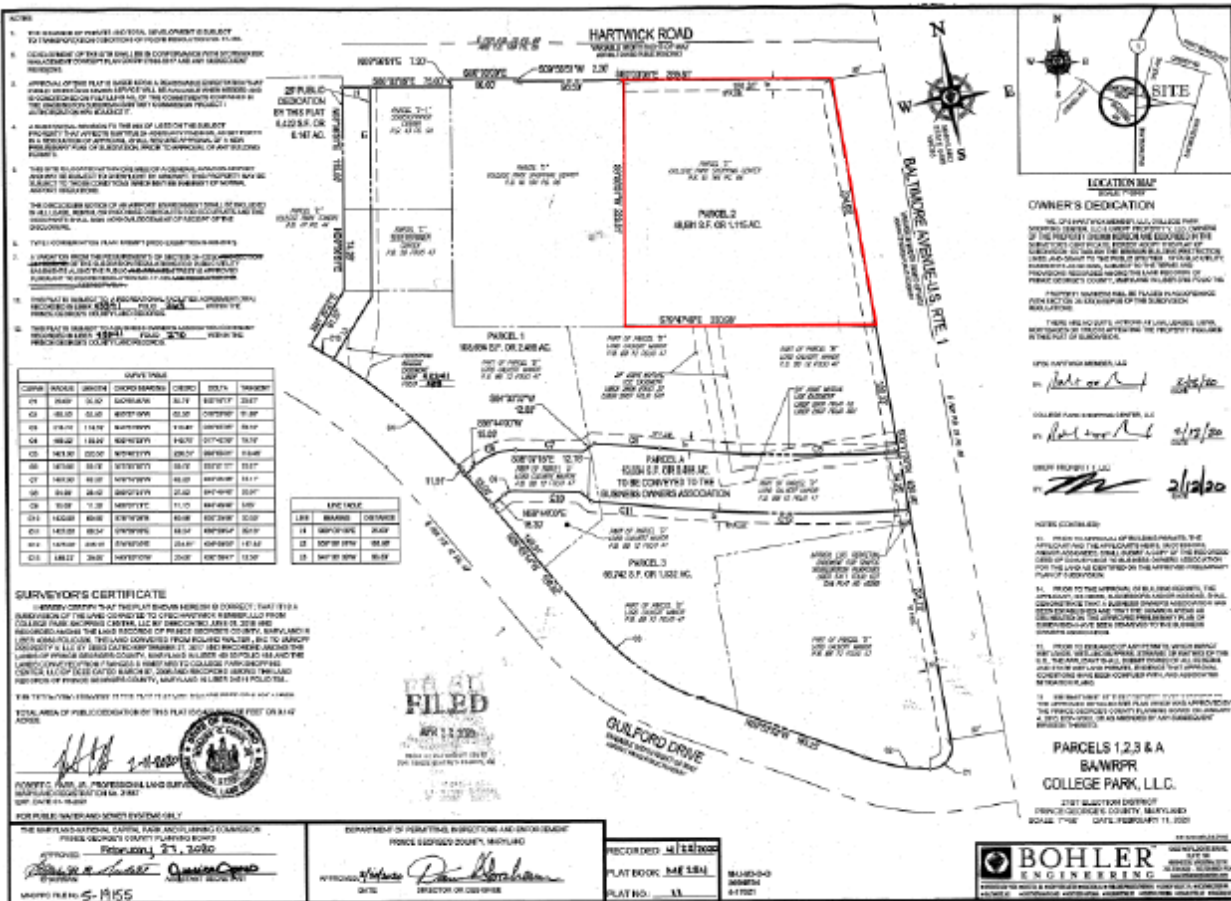
Date: _____

EXHIBIT A

DESCRIPTION OF LAND

Parcel 2 as shown on a plat entitled "Parcels 1, 2, 3 and A, BA/WRPR COLLEGE PARK, L.L.C.", which plat was recorded among the Land Records of Prince George's County, Maryland on April 22, 2020 in [Plat Book ME 254, Plat No. 11](#).

NOTE FOR INFORMATIONAL PURPOSES ONLY:
Tax I.D. No. 21-2741965



23-G-24

Approval and Ratification of the
application to the Maryland Department
of Emergency Management for a Hazard
Mitigation Grant for the Calvert Hills
Flood Attenuation Project



**CITY OF COLLEGE PARK, MARYLAND
ACTION ITEM COVER REPORT**

AGENDA ITEM: 23-G-24

Prepared By: Steven Halpern, City Engineer

Meeting Date: January 31, 2023

Presented By: Steven Halpern, City Engineer

Proposed Consent: No

Originating Department: Engineering

Action Requested: Ratification of the City's sub-application submitted January 3, 2023 for the FEMA Hazard Mitigation Assistance Grant for design and construction of an underground stormwater attenuation structure on the property at 4601 Calvert Road to reduce flooding in the Calvert Hills neighborhood, and, approval to contribute \$455,746.57 (10% of a FEMA Hazard Mitigation Assistance Grant) if the grant is received.

Strategic Plan Objective: Objective 3: Preserve and enrich our environment and natural beauty to attract people and sustain our city's future.

Background/Justification:

On February 22, 2022, the Mayor and Council approved American Rescue Plan Act (ARPA) funding to address specific stormwater concerns throughout the city. Rummel, Klepper & Kahl, LLP (RK&K) was awarded a contract on March 22, 2022, to perform a study to determine if the site of the Calvert Road Soccer Field, behind the UMD Daycare Facility at 4601 Calvert Road, could provide underground attenuation to reduce flooding in the Calvert Hills neighborhood. This task was performed per FEMA methodology for the purpose of applying for Hazard Mitigation Grant Program (HMGP) grant if warranted and eligible. This task was expected to take 7 months and was completed within that period.

The site was determined to be feasible and therefore we are pursuing a FEMA HMGP Grant to design and construct the underground stormwater attenuation structure. The estimated design and construction costs were determined to be \$4,557,465.73. A 10% funding contribution by the applicant is a requirement for the grant application.

Maryland Emergency Management Agency (MEMA) is the administrator for the HMGP grant program in Maryland. We were unable to meet the MEMA deadline in August for our application to be included in the first round of the FEMA HMPG FY22 grant process. However, we did submit a Notice of Intent (NOI) on October 27, 2022, at the completion of our feasibility study. It was well received, and we were encouraged to submit a sub-application (attached) to Maryland Emergency Management Agency (MEMA) for their review. The sub-application was submitted on January 3, 2023. Because of the application deadline and the Council's meeting schedule, staff was not able to bring this to Council before the application was due.

MEMA will advise us if our project is selected for the FEMA HMGP funding this coming March.

One unexpected consequence of this project is that it will delay the construction of the basketball court project at the southwest corner of the property because of its proximity to the proposed underground storm water attenuation structure.

Fiscal Impact:

The funding for the City's 10% contribution will be through ARPA and CIP.

Council Options:

1. Ratification of the City's sub-application submitted January 3 for the FEMA Hazard Mitigation Assistance Grant, and approval to contribute \$455,746.57 (10% of a FEMA Hazard Mitigation Assistance Grant) if the grant is received.
2. Request additional information from staff and bring this item back for further future discussion.
3. Do nothing.

Staff Recommendation:

Option #1

Recommended Motion:

I move to ratify the City's sub-application submitted January 3, 2023 for the FEMA Hazard Mitigation Assistance Grant for design and construction of an underground stormwater attenuation structure on the property at 4601 Calvert Road to reduce flooding in the Calvert Hills neighborhood, and, to approve the City's contribution of \$455,746.57 (10% of a FEMA Hazard Mitigation Assistance Grant) if the grant is received.

Attachments:

1. Sub-Application
2. Attachments available on request

MEMA HMA PLAN OR PROJECT SUBGRANT



This section is for State use only.			
Title			
Jurisdiction			
FEMA Disaster No.			
Application Type	<input type="checkbox"/> Standard Hazard Mitigation Grant Program (HMGP) <input type="checkbox"/> 5 % Initiative <input type="checkbox"/> 7% Planning		
Eligible Supplicant	<input type="checkbox"/> State <input type="checkbox"/> Private Non-profit <input type="checkbox"/> Local Government		
Community NFIP Status	<input type="checkbox"/> Participating <input type="checkbox"/> Non-participating <input type="checkbox"/> Recognized Indian Tribe or Tribal Organization	CID #	
Support Documents	<input type="checkbox"/> Conforms with State HMP <input type="checkbox"/> In Declared Aea <input type="checkbox"/> Statewide		
State Signature		Date	

MEMA HMA PLAN OR PROJECT SUBGRANT



Hazard Mitigation Assistance (HMA) Grant Funding Application

1.0 PLAN/PROJECT IDENTIFICATION			
1.1 Grant Type	✓ Hazard Mitigation Grant Program (HMGP)		
1.2 Title	1.2a Calvert Hills Flood Attenuation Project	1.2b ✓ Project <input type="checkbox"/> Plan	
1.3 Application Year	2022		
1.4 Location of Project Site and Jurisdiction	4598 Guilford Road, College Park, 20740 Prince George's County, Maryland		
2.0 APPLICANT IDENTIFICATION			
2.1 Entity making Application	City of College Park, MD		
2.2 Eligibility	<input type="checkbox"/> State Agency ✓ Local Government or Tribe <input type="checkbox"/> Private Non-Profit		
2.3 Tax Identification	2.3a State	2.3b Tribal/Federal	52-056-4508
2.4 Employer ID	2.4a EIN	52-056-4508	2.4b DUNS
2.5 EO 12372	Subapplication has been submitted in compliance with Executive Order 12372 (State ClearingHouse). ✓ Yes <input type="checkbox"/> No because it is not covered by EO 12372 <input type="checkbox"/> No it has not been selected by state for review		
Contacts			
	Contact #1		Contact #2
	✓ Mr. <input type="checkbox"/> Ms. <input type="checkbox"/> Mrs. <input type="checkbox"/> Dr.		✓ Mr. <input type="checkbox"/> Ms. <input type="checkbox"/> Mrs. <input type="checkbox"/> Dr.
2.6 Last Name	Halpern		Young
2.7 First Name, Middle Initial	Steven E.		Kenneth A.
2.8 Title	City Engineer		City Manager
2.9 Agency	City of College Park		City of College Park
2.10 Address	9217 51 st Street Avenue		7401 Baltimore Avenue, Suite 201
2.11 City, ST Zip	College Park, MD 20740		College Park, MD 20740
2.12 Phones	240.487.3590		240.487.3501
2.13 Email	Shalpern@collegeparkmd.gov		Kyoung@collegeparkmd.gov
2.14 Web Address	https://www.collegeparkmd.gov/		https://www.collegeparkmd.gov/

MEMA HMA PLAN OR PROJECT SUBGRANT



Applicant Experience	
2.15 List other FEMA grants awarded to or managed by this entity	Received FEMA reimbursement for tornado damage in 2001 and snow storm damage in 2016. No current FEMA grants are being managed.
2.16 Federal Debt	<input type="checkbox"/> Yes. Details: <input checked="" type="checkbox"/> No. Parties to this application are not delinquent on any Federal Debt.

3.0 COMMUNITY IDENTIFICATION				
3.1 Community Name	Prince George's County, City of College Park			
3.2 Federal Identification Processing Standard (FIPS)	3.2a NFIP CID	245208A	3.2b Congress	4
	3.2c US Senate		3.2d State Representative	21
Mitigation Plan				
3.3 Is there an existing multi-hazard mitigation plan in compliance with 44 CFR Part 201 covering the applying entity?			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (skip to Scope Of Work)	
3.4 Name of existing plan and Year Approved	Link https://www.princegeorgescountymd.gov/DocumentCenter/View/29942/2017-PGC-Hazard-Mitigation-Plan-Update_ADOPTED Year Adopted - 2017			
3.5 Type of plan	<input checked="" type="checkbox"/> Multi-jurisdiction <input type="checkbox"/> Multi-hazard <input type="checkbox"/> Local Tribal			
3.5 How is this application plan or project related to existing plans, including FEMA-approved state plans?	This project is related to activities articulated in Maryland's 2015 Hazard Mitigation Plan, as a Mitigation Implementation Strategy, ranked as (H) in respect to the prioritization of flood mitigation related to RL and SRL. This project type is also recommended as an eligible activity being stormwater improvements for the HGMP.			
3.7 Describe other related mitigation plans (include plan names)	The Prince George's County, Department of the Environment (DoE) prepared a hydraulic model of the Calvert Hills community and identified flooding hotspots and developed 12 projects to mitigate community flooding. The DoE is currently finalizing the design on 8 projects, however, due to funding constraints, the underground storage facility associated with this project is not included.			
3.8 Attachments	<input checked="" type="checkbox"/> Yes	Comments: See attached report "Attachment K_Calvert Hills Drainage Improvements Study Report"		

MEMA HMA PLAN OR PROJECT SUBGRANT



4.0 SCOPE OF WORK (SOW)			
For Plans, skip to "For Plans" at field 4.10.			
4.1 Type of Mitigation Activity (check all that apply)	<input type="checkbox"/> Biological <input type="checkbox"/> Chemical <input type="checkbox"/> Terrorist <input type="checkbox"/> Toxic <input type="checkbox"/> Substance <input type="checkbox"/> Dam/Levee <input type="checkbox"/> Drought <input type="checkbox"/> Earthquake <input type="checkbox"/> Fire	<input type="checkbox"/> Crop Loss <input type="checkbox"/> Fishing Loss <input type="checkbox"/> Human Cause <input type="checkbox"/> Civil Unrest <input type="checkbox"/> Land Subsidence <input type="checkbox"/> Nuclear <input type="checkbox"/> Special Event <input type="checkbox"/> Other	<input type="checkbox"/> Freeze <input checked="" type="checkbox"/> Flood <input checked="" type="checkbox"/> Severe Storm <input type="checkbox"/> Mud/Landslide <input type="checkbox"/> Snow <input type="checkbox"/> Ice <input type="checkbox"/> Windstorm <input checked="" type="checkbox"/> Hurricane <input type="checkbox"/> Tornado
4.2 Location of Site	Latitude Longitude	(38.977750, -76.935361)	
4.3 Describe Construction	Construction of an approximately 130,000 CF of concrete underground storage (2 vaults), including low- and high-flow orifice structures at the vault outlets, connection pipes to existing 12-ft x 5.25-ft box culvert with back flow valves. Also, several storm drain inlets and pipes to convey roadway drainage to the vault. The construction will occur within a large open space, will require extensive excavation operations and support of excavation measures to install the vaults and associated connection pipes. Portions of the adjacent roadway will need to be reconstructed for storm drain installation. Utility relocations are not anticipated.		
4.4 Responsible Managers and Contractors	City Manager, City Engineer, Engineering Consultant (RK&K). A construction contractor has not been determined.		
4.5 Residual Risk after completion	According to flood model, 100% effective up until 25-yr storm levels.		
4.6 Estimated time to complete project	Total - 582 Calendar Days (173 Days Design & Permits, 120 Days Ad & Award, 36 Days Contract Execution/NTP, 253 Days Construction)		
4.7 Feasibility (attach engineering abstracts, schematics, life safety)	Preliminary hydraulic, design and constructability studies were completed to inform the proposed structure layout and confirm feasibility See Attachment A: Calvert Hills Flood Attenuation Study Memo		
4.8 Long term maintenance plan and project useful life	See Attachment B: Maintenance Schedule for Underground Storage Facilities. The service life for concrete structures is generally considered to be 75 years.		
4.9 Proposed Activity (include location and title of project or plan)	Please attach a Scope of Work Narrative in .doc or .pdf format. Include two alternative activities. See Attachments C: SOW and D: Project Plans.		
For Plans			
4.10 Type of Plan	<input type="checkbox"/> New Plan <input type="checkbox"/> Update Existing Plan N/A		

MEMA HMA PLAN OR PROJECT SUBGRANT



4.11 List Beneficiaries of Plan	N/A	
4.12 Describe Staffing and estimated time to complete	N/A	
4.13 Attachments	<input type="checkbox"/> Yes	Comments:
Property Impacted. Complete this section for each property.		
4.14 Disaster Declaration	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
4.15 Property Owners	N/A	
4.16a Address of Property to be mitigated: N/A – No direct improvements to properties/houses Property Map, Parcel, and Lot # Include NFIP Policy Numbers for Loss Status	4.16b <input type="checkbox"/> NFIP Policy <input type="checkbox"/> FMA Repetitive Loss Policy <input type="checkbox"/> FMA Severe Repetitive Loss Policy	
4.17 Property Tax ID	N/A	
4.18 Legal Description	<input type="checkbox"/> Unimproved land <input checked="" type="checkbox"/> Public <input type="checkbox"/> Non-residential <input type="checkbox"/> Manufactured home <input type="checkbox"/> Multi-Family Dwelling (5 or more Units) <input type="checkbox"/> Single family	
4.19 Is this property currently substantially damaged?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
4.20 Property Action	<input type="checkbox"/> Acquisition <input type="checkbox"/> Demolition <input type="checkbox"/> Relocation <input type="checkbox"/> Elevation <input type="checkbox"/> Flood Proofing <input type="checkbox"/> Mitigation <input type="checkbox"/> Reconstruction <input type="checkbox"/> Safe Room <input type="checkbox"/> Wind Shelter <input type="checkbox"/> Seismic <input type="checkbox"/> Wildfire <input type="checkbox"/> P804 Wind Advanced A B-ES I <input checked="" type="checkbox"/> Other Quantity Management Vault	
4.21 Elevation in feet the lowest floor will be raised above Base Flood Elevation	N/A	

MEMA HMA PLAN OR PROJECT SUBGRANT



4.22 Unit Types impacted	<input type="checkbox"/> Apartment <input type="checkbox"/> Lobby <input type="checkbox"/> Floor <input type="checkbox"/> Office <input type="checkbox"/> Room <input type="checkbox"/> Suite		<input type="checkbox"/> Basement <input type="checkbox"/> Lot <input type="checkbox"/> Hangar <input type="checkbox"/> Pier <input type="checkbox"/> Slip <input type="checkbox"/> Other			
4.23 Foundation	<input type="checkbox"/> Basement <input type="checkbox"/> Crawl space <input type="checkbox"/> Pier, Pile, Post or Column		<input type="checkbox"/> Slab on Grade <input type="checkbox"/> Vacant Land <input type="checkbox"/> Other			
4.24 Flood Zone (ie. A, AE, V, etc.)	AE (Based on County Study) Link to County Plan					
5.0 COSTS						
5.1 Cost – Benefit Analysis Method	Attach report in .xls and .pdf format. The digital export must also be submitted. FEMA BCA Toolkit Download: https://www.fema.gov/benefit-cost-analysis ✓ FEMA Benefit-Cost Analysis tool (BCA) See Attachment E (Option 1) & Attachment F (Option 2) <input type="checkbox"/> Pre-calculated Benefits <input type="checkbox"/> Substantial Damage in Special Flood Hazard Area (SFHA) – acquisition only <input type="checkbox"/> Other					
Schedule	Include all tasks necessary to implement this mitigation activity, the estimated timeframe for each task, and who will complete it. Attach a separate .doc, .xls, or .pdf if preferred.					
5.2 Description of Task	Starting Point	Unit of Time	Duration	Completion Point	Responsible Entity	
<i>Example: Inspection</i>	<i>Day 15</i>	<i>Days</i>	<i>21 Days</i>	<i>Day 36</i>	<i>Housing Dept.</i>	
See Attachment G						
Cost Estimate						
5.3 Item	Budget Class	Unit Quantity	Unit of Measure	Unit Cost	Estimate	Running Total
<i>Example: Fence Post</i>	<i>Material</i>	<i>60</i>	<i>8'</i>	<i>\$7.85</i>	<i>\$471</i>	<i>\$471</i>
See Attachment H (Option 1) & Attachment I (Option 2)						

MEMA HMA PLAN OR PROJECT SUBGRANT



Subapplicant Management Cost						
5.4 Requesting management cost?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
5.5 Item	Budget Class	Unit Quantity	Unit of Measure	Unit Cost	Estimate	Running Total
Cost Sharing						
5.6 Cost Estimate	Dollar Amount			Percentage		
5.7 Federal Sources	\$4,557,466			90%		
5.8 Non-Federal Share	\$455,747			10%		
5.9 Non-Federal Funds	5.9a Agency			City of College Park		
	5.9b Funding Type			CIP Funds, ARPA		
	5.9c Amount			\$455,747		
5.10 Attachments	<input checked="" type="checkbox"/> Yes			Comments: Cost Share Commitment Ltr		
Evaluation: Community Rating System (CRS)						
5.11 CRS Rating				5		
5.12 Is the recipient of funds a cooperating technical partner (CTP)?				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
5.13 Firewise Community				<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
5.14 International Building Codes Compliant				<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
5.15 National Fire Protection Association (NFPA) 5000				<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
5.16 Building Code Effectiveness Grading Schedule (BCEGS)				<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
5.17 Is this Plan or Project within an impoverished community?				<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
5.18 Community Benefits of Plan	The Project will eliminate flooding which currently inundates 10 homes during the 10-year storm and will keep 15 homes from flooding during the 25-yr storm. Although 31 homes will still flood during the 100-yr storm, the severity and duration of the inundation will be reduced. See Attachment J for inundation maps generated from the hydraulic model which depicts the project benefits for the 10-, 15- and 25-yr storms.					
Protection of Critical Facilities						
5.19 Does this project protect any of the following?	<input type="checkbox"/> Hazardous Materials Facility <input type="checkbox"/> Emergency Operations Center <input type="checkbox"/> Power Facility <input type="checkbox"/> Water or Sewer Treatment <input type="checkbox"/> Communications <input type="checkbox"/> Medical Care <input type="checkbox"/> Fire Protection					
5.20 Attachments	<input type="checkbox"/> Yes	Comments:				

MEMA HMA PLAN OR PROJECT SUBGRANT



6.0 Environmental and Historic Preservation (EHP)	
6.1 Check all that apply	<input checked="" type="checkbox"/> Ground disturbance <input type="checkbox"/> Impact on past use of historic or public site <input type="checkbox"/> Endangered or threatened species and critical habitats <input checked="" type="checkbox"/> Vegetation removed <input type="checkbox"/> Waterways within 200 feet <input type="checkbox"/> Dredging or disposal of dredged material <input checked="" type="checkbox"/> Located within 100- or 500-year flood zone (PG County Floodplain Study) <input checked="" type="checkbox"/> Altering water flow or drainage <input type="checkbox"/> Designated Coastal Zone <input type="checkbox"/> Site impact on 5 acres of farmland <input type="checkbox"/> Hazardous materials or contaminants disturbed or involved <input type="checkbox"/> Executive Order 12898 low income or minority populations in the project's area of impact <input checked="" type="checkbox"/> Environmental requirements
6.2 Historic Preservation	Attach USGS 1:24,000 quadrangle displaying relationships of structures Attach photographs of any structures over 50 years old
7.0 ASSURANCES AND CERTIFICATIONS	
7.1 Part I: Assurances non-construction programs	<input type="checkbox"/> Complete <input type="checkbox"/> Incomplete <input checked="" type="checkbox"/> N/A
7.2 Part II: Certifications Regarding Lobbying: Debarment, Suspension and Other Responsibilities Matters; and Drug Free Workplace Requirements	<input type="checkbox"/> Complete <input type="checkbox"/> Incomplete <input checked="" type="checkbox"/> N/A
7.3 Part III: Disclosure of Lobbying Activities (Complete only if applying for a grant of more than \$100,000.00 and have lobbying activities using non-federal funds.	<input checked="" type="checkbox"/> Complete <input type="checkbox"/> Incomplete <input type="checkbox"/> N/A
7.4 Additional Attachments that may be required.	<input checked="" type="checkbox"/> Disclosure of Lobbying Activity <input type="checkbox"/> Historical Preservation Considerations for impacted properties <input type="checkbox"/> Model Acknowledgement of Conditions for Mitigation in SFHA <input type="checkbox"/> Selecting Appropriate Mitigation Measures for Flood Prone Structures, FEMA 551 Model Deed Restriction <input type="checkbox"/> Model Deed Restriction Language <input type="checkbox"/> Model Mitigation Offer <input type="checkbox"/> Notice of Voluntary Interest Sample 1 (Multiple Property Owners) <input type="checkbox"/> Notice of Voluntary Interest Sample 2 (Single Property Owner) <input type="checkbox"/> Statement of Voluntary Participation for Acquisition of Property for Purpose of Open Space <input type="checkbox"/> The National Flood Mitigation Data Collection Tool and RLP Viewer, FEMA 497C <input type="checkbox"/> Property Assessment Information or Appraisal <input type="checkbox"/> Elevation Certificate <input checked="" type="checkbox"/> Non-federal share Commitment Acknowledgement <input type="checkbox"/> Architectural Renderings for Historic Properties <input checked="" type="checkbox"/> Maintenance Agreement

MEMA HMA PLAN OR PROJECT SUBGRANT



This section is for State use only.			
Title			
Jurisdiction			
FEMA Disaster No.			
Application Type	<input type="checkbox"/> Standard Hazard Mitigation Grant Program (HMGP) <input type="checkbox"/> 5 % Initiative <input type="checkbox"/> 7% Planning		
Eligible Supplicant	<input type="checkbox"/> State <input type="checkbox"/> Private Non-profit <input type="checkbox"/> Local Government		
Community NFIP Status	<input type="checkbox"/> Participating <input type="checkbox"/> Non-participating <input type="checkbox"/> Recognized Indian Tribe or Tribal Organization	CID #	
Support Documents	<input type="checkbox"/> Conforms with State HMP <input type="checkbox"/> In Declared Aea <input type="checkbox"/> Statewide		
State Signature		Date	

MEMA HMA PLAN OR PROJECT SUBGRANT



Hazard Mitigation Assistance (HMA) Grant Funding Application

1.0 PLAN/PROJECT IDENTIFICATION			
1.1 Grant Type	<input checked="" type="checkbox"/> Hazard Mitigation Grant Program (HMGP)		
1.2 Title	1.2a Calvert Hills Flood Attenuation Project	1.2b <input checked="" type="checkbox"/> Project <input type="checkbox"/> Plan	
1.3 Application Year	2022		
1.4 Location of Project Site and Jurisdiction	4598 Guilford Road, College Park, 20740 Prince George's County, Maryland		
2.0 APPLICANT IDENTIFICATION			
2.1 Entity making Application	City of College Park, MD		
2.2 Eligibility	<input type="checkbox"/> State Agency <input checked="" type="checkbox"/> Local Government or Tribe <input type="checkbox"/> Private Non-Profit		
2.3 Tax Identification	2.3a State	2.3b Tribal/Federal	52-056-4508
2.4 Employer ID	2.4a EIN	52-056-4508	2.4b DUNS
2.5 EO 12372	Subapplication has been submitted in compliance with Executive Order 12372 (State ClearingHouse). <input type="checkbox"/> Yes <input type="checkbox"/> No because it is not covered by EO 12372 <input checked="" type="checkbox"/> No it has not been selected by state for review		
Contacts			
	Contact #1		Contact #2
	<input checked="" type="checkbox"/> Mr. <input type="checkbox"/> Ms. <input type="checkbox"/> Mrs. <input type="checkbox"/> Dr.		<input checked="" type="checkbox"/> Mr. <input type="checkbox"/> Ms. <input type="checkbox"/> Mrs. <input type="checkbox"/> Dr.
2.6 Last Name	Halpern		Gardiner
2.7 First Name, Middle Initial	Steven C		William
2.8 Title	City Engineer		Assistant City Manager
2.9 Agency	City of College Park		City of College Park
2.10 Address	9217 51 st Street Avenue		7401 Baltimore Avenue, Suite 201
2.11 City, ST Zip	College Park, MD 20740		College Park, MD 20740
2.12 Phones	240.487.3590		240.487.3501
2.13 Email	Shalpern@collegeparkmd.gov		bgardiner@collegeparkmd.gov
2.14 Web Address	https://www.collegeparkmd.gov/		https://www.collegeparkmd.gov/

MEMA HMA PLAN OR PROJECT SUBGRANT



Applicant Experience	
2.15 List other FEMA grants awarded to or managed by this entity	Received FEMA reimbursement for tornado damage in 2001 and snow storm damage in 2016. No current FEMA grants are being managed.
2.16 Federal Debt	<input type="checkbox"/> Yes. Details: <input checked="" type="checkbox"/> No. Parties to this application are not delinquent on any Federal Debt.

3.0 COMMUNITY IDENTIFICATION				
3.1 Community Name	Prince George's County, City of College Park			
3.2 Federal Identification Processing Standard (FIPS)	3.2a NFIP CID	245208A	3.2b Congress	4
	3.2c US Senate		3.2d State Representative	21
Mitigation Plan				
3.3 Is there an existing multi-hazard mitigation plan in compliance with 44 CFR Part 201 covering the applying entity?			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (skip to Scope Of Work)	
3.4 Name of existing plan and Year Approved	Link https://www.princegeorgescountymd.gov/DocumentCenter/View/29942/2017-PGC-Hazard-Mitigation-Plan-Update_ADOPTED Year Adopted - 2017			
3.5 Type of plan	<input checked="" type="checkbox"/> Multi-jurisdiction <input type="checkbox"/> Multi-hazard <input type="checkbox"/> Local Tribal			
3.5 How is this application plan or project related to existing plans, including FEMA-approved state plans?	This project is related to activities articulated in Maryland's 2015 Hazard Mitigation Plan, as a Mitigation Implementation Strategy, ranked as (H) in respect to the prioritization of flood mitigation related to RL and SRL. This project type is also recommended as an eligible activity being stormwater improvements for the HGMP.			
3.7 Describe other related mitigation plans (include plan names)	The Prince George's County, Department of the Environment (DoE) prepared a hydraulic model of the Calvert Hills community and identified flooding hotspots and developed 12 projects to mitigate community flooding. The DoE is currently finalizing the design on 8 projects, however, due to funding constraints, the underground storage facility associated with this project is not included.			
3.8 Attachments	<input checked="" type="checkbox"/> Yes	Comments: See attached report "Attachment K_Calvert Hills Drainage Improvements Study Report"		

MEMA HMA PLAN OR PROJECT SUBGRANT



4.0 SCOPE OF WORK (SOW)			
For Plans, skip to "For Plans" at field 4.10.			
4.1 Type of Mitigation Activity (check all that apply)	<input type="checkbox"/> Biological <input type="checkbox"/> Chemical <input type="checkbox"/> Terrorist <input type="checkbox"/> Toxic <input type="checkbox"/> Substance <input type="checkbox"/> Dam/Levee <input type="checkbox"/> Drought <input type="checkbox"/> Earthquake <input type="checkbox"/> Fire	<input type="checkbox"/> Crop Loss <input type="checkbox"/> Fishing Loss <input type="checkbox"/> Human Cause <input type="checkbox"/> Civil Unrest <input type="checkbox"/> Land Subsidence <input type="checkbox"/> Nuclear <input type="checkbox"/> Special Event <input type="checkbox"/> Other	<input type="checkbox"/> Freeze <input checked="" type="checkbox"/> Flood <input checked="" type="checkbox"/> Severe Storm <input type="checkbox"/> Mud/Landslide <input type="checkbox"/> Snow <input type="checkbox"/> Ice <input type="checkbox"/> Windstorm <input checked="" type="checkbox"/> Hurricane <input type="checkbox"/> Tornado
4.2 Location of Site	Latitude Longitude	(38.977750, -76.935361)	
4.3 Describe Construction	Construction of an approximately 190,000 CF of concrete underground storage vault, including low- and high-flow orifice structures at the vault outlet, connection pipes to existing 12-ft x 5.25-ft box culvert with back flow valve, and pumping station. Also, several storm drain inlets and pipes to convey roadway drainage to the vault. The construction will occur within a large open space, will require extensive excavation operations and support of excavation measures to install the vault and associated connection pipes. Portions of the adjacent roadway will need to be reconstructed for storm drain installation. Utility relocations are not anticipated.		
4.4 Responsible Managers and Contractors	Assistant City Manager, City Engineer, Engineering Consultant (RK&K). A construction contractor has not been determined.		
4.5 Residual Risk after completion	According to flood model, 100% effective up until 25-yr storm levels.		
4.6 Estimated time to complete project	200 Calendar Days		
4.7 Feasibility (attach engineering abstracts, schematics, life safety)	Preliminary hydraulic, design and constructability studies were completed to inform the proposed structure layout and confirm feasibility See Attachment A: Calvert Hills Flood Attenuation Study Memo		
4.8 Long term maintenance plan and project useful life	See Attachment B: Maintenance Schedule for Underground Storage Facilities. The service life for concrete structures is generally considered to be 75 years.		
4.9 Proposed Activity (include location and title of project or plan)	Please attach a Scope of Work Narrative in .doc or .pdf format. Include two alternative activities. See Attachments C: SOW and D: Project Plans.		
For Plans			
4.10 Type of Plan	<input type="checkbox"/> New Plan <input type="checkbox"/> Update Existing Plan N/A		

MEMA HMA PLAN OR PROJECT SUBGRANT



4.11 List Beneficiaries of Plan	N/A	
4.12 Describe Staffing and estimated time to complete	N/A	
4.13 Attachments	<input type="checkbox"/> Yes	Comments:
Property Impacted. Complete this section for each property.		
4.14 Disaster Declaration	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
4.15 Property Owners	N/A	
4.16a Address of Property to be mitigated: N/A – No direct improvements to properties/houses Property Map, Parcel, and Lot # Include NFIP Policy Numbers for Loss Status	4.16b <input type="checkbox"/> NFIP Policy <input type="checkbox"/> FMA Repetitive Loss Policy <input type="checkbox"/> FMA Severe Repetitive Loss Policy	
4.17 Property Tax ID	N/A	
4.18 Legal Description	<input type="checkbox"/> Unimproved land <input checked="" type="checkbox"/> Public <input type="checkbox"/> Non-residential <input type="checkbox"/> Manufactured home <input type="checkbox"/> Multi-Family Dwelling (5 or more Units) <input type="checkbox"/> Single family	
4.19 Is this property currently substantially damaged?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
4.20 Property Action	<input type="checkbox"/> Acquisition <input type="checkbox"/> Demolition <input type="checkbox"/> Relocation <input type="checkbox"/> Elevation <input type="checkbox"/> Flood Proofing <input type="checkbox"/> Mitigation <input type="checkbox"/> Reconstruction <input type="checkbox"/> Safe Room <input type="checkbox"/> Wind Shelter <input type="checkbox"/> Seismic <input type="checkbox"/> Wildfire <input type="checkbox"/> P804 Wind Advanced A B-ES I <input checked="" type="checkbox"/> Other Quantity Management Vault	
4.21 Elevation in feet the lowest floor will be raised above Base Flood Elevation	N/A	

MEMA HMA PLAN OR PROJECT SUBGRANT



4.22 Unit Types impacted	<input type="checkbox"/> Apartment <input type="checkbox"/> Lobby <input type="checkbox"/> Floor <input type="checkbox"/> Office <input type="checkbox"/> Room <input type="checkbox"/> Suite		<input type="checkbox"/> Basement <input type="checkbox"/> Lot <input type="checkbox"/> Hangar <input type="checkbox"/> Pier <input type="checkbox"/> Slip <input type="checkbox"/> Other			
4.23 Foundation	<input type="checkbox"/> Basement <input type="checkbox"/> Crawl space <input type="checkbox"/> Pier, Pile, Post or Column		<input type="checkbox"/> Slab on Grade <input type="checkbox"/> Vacant Land <input type="checkbox"/> Other			
4.24 Flood Zone (ie. A, AE, V, etc.)	AE (Based on County Study) Link to County Plan					
5.0 COSTS						
5.1 Cost – Benefit Analysis Method	Attach report in .xls and .pdf format. The digital export must also be submitted. FEMA BCA Toolkit Download: https://www.fema.gov/benefit-cost-analysis ✓ FEMA Benefit-Cost Analysis tool (BCA) See Attachment E (Option 1) & Attachment F (Option 2) <input type="checkbox"/> Pre-calculated Benefits <input type="checkbox"/> Substantial Damage in Special Flood Hazard Area (SFHA) – acquisition only <input type="checkbox"/> Other					
Schedule	Include all tasks necessary to implement this mitigation activity, the estimated timeframe for each task, and who will complete it. Attach a separate .doc, .xls, or .pdf if preferred.					
5.2 Description of Task	Starting Point	Unit of Time	Duration	Completion Point	Responsible Entity	
<i>Example: Inspection</i>	<i>Day 15</i>	<i>Days</i>	<i>21 Days</i>	<i>Day 36</i>	<i>Housing Dept.</i>	
See Attachment G						
Construction Phase TBD						
Cost Estimate						
5.3 Item	Budget Class	Unit Quantity	Unit of Measure	Unit Cost	Estimate	Running Total
<i>Example: Fence Post</i>	<i>Material</i>	<i>60</i>	<i>8'</i>	<i>\$7.85</i>	<i>\$471</i>	<i>\$471</i>
See Attachment H (Option 1) & Attachment I (Option 2)						

MEMA HMA PLAN OR PROJECT SUBGRANT



Subapplicant Management Cost						
5.4 Requesting management cost?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
5.5 Item	Budget Class	Unit Quantity	Unit of Measure	Unit Cost	Estimate	Running Total
Cost Sharing						
5.6 Cost Estimate	Dollar Amount			Percentage		
5.7 Federal Sources	\$6,052,723			90%		
5.8 Non-Federal Share	\$672,500			10%		
5.9 Non-Federal Funds	5.9a Agency			City of College Park		
	5.9b Funding Type			CIP Funds		
	5.9c Amount			\$672,500		
5.10 Attachments	<input checked="" type="checkbox"/> Yes			Comments: Cost Share Commitment Ltr		
Evaluation: Community Rating System (CRS)						
5.11 CRS Rating				5		
5.12 Is the recipient of funds a cooperating technical partner (CTP)?				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
5.13 Firewise Community				<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
5.14 International Building Codes Compliant				<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
5.15 National Fire Protection Association (NFPA) 5000				<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
5.16 Building Code Effectiveness Grading Schedule (BCEGS)				<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
5.17 Is this Plan or Project within an impoverished community?				<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
5.18 Community Benefits of Plan	The Project will eliminate flooding which currently inundates 10 homes during the 10-year storm and will keep 15 homes from flooding during the 25-yr storm. Although 31 homes will still flood during the 100-yr storm, the severity and duration of the inundation will be reduced. See Attachment J for inundation maps generated from the hydraulic model which depicts the project benefits for the 10-, 15- and 25-yr storms.					
Protection of Critical Facilities						

MEMA HMA PLAN OR PROJECT SUBGRANT



5.19 Does this project protect any of the following?	<input type="checkbox"/> Hazardous Materials Facility <input type="checkbox"/> Emergency Operations Center <input type="checkbox"/> Power Facility <input type="checkbox"/> Water or Sewer Treatment <input type="checkbox"/> Communications <input type="checkbox"/> Medical Care <input type="checkbox"/> Fire Protection	
5.20 Attachments	<input type="checkbox"/> Yes	Comments:
6.0 Environmental and Historic Preservation (EHP)		
6.1 Check all that apply	<input checked="" type="checkbox"/> Ground disturbance <input type="checkbox"/> Impact on past use of historic or public site <input type="checkbox"/> Endangered or threatened species and critical habitats <input checked="" type="checkbox"/> Vegetation removed <input type="checkbox"/> Waterways within 200 feet <input type="checkbox"/> Dredging or disposal of dredged material <input checked="" type="checkbox"/> Located within 100- or 500-year flood zone (PG County Floodplain Study) <input checked="" type="checkbox"/> Altering water flow or drainage <input type="checkbox"/> Designated Coastal Zone <input type="checkbox"/> Site impact on 5 acres of farmland <input type="checkbox"/> Hazardous materials or contaminants disturbed or involved <input type="checkbox"/> Executive Order 12898 low income or minority populations in the project's area of impact <input checked="" type="checkbox"/> Environmental requirements	
6.2 Historic Preservation	Attach USGS 1:24,000 quadrangle displaying relationships of structures Attach photographs of any structures over 50 years old	
7.0 ASSURANCES AND CERTIFICATIONS		
7.1 Part I: Assurances non-construction programs	<input type="checkbox"/> Complete <input type="checkbox"/> Incomplete <input checked="" type="checkbox"/> N/A	
7.2 Part II: Certifications Regarding Lobbying: Debarment, Suspension and Other Responsibilities Matters; and Drug Free Workplace Requirements	<input type="checkbox"/> Complete <input type="checkbox"/> Incomplete <input checked="" type="checkbox"/> N/A	
7.3 Part III: Disclosure of Lobbying Activities (Complete only if applying for a grant of more than \$100,000.00 and have lobbying activities using non-federal funds.	<input checked="" type="checkbox"/> Complete <input type="checkbox"/> Incomplete <input type="checkbox"/> N/A	

MEMA HMA PLAN OR PROJECT SUBGRANT



<p>7.4 Additional Attachments that may be required.</p>	<ul style="list-style-type: none"> ✓ Disclosure of Lobbying Activity <input type="checkbox"/> Historical Preservation Considerations for impacted properties <input type="checkbox"/> Model Acknowledgement of Conditions for Mitigation in SFHA <input type="checkbox"/> Selecting Appropriate Mitigation Measures for Flood Prone Structures, FEMA 551 Model Deed Restriction <input type="checkbox"/> Model Deed Restriction Language <input type="checkbox"/> Model Mitigation Offer <input type="checkbox"/> Notice of Voluntary Interest Sample 1 (Multiple Property Owners) <input type="checkbox"/> Notice of Voluntary Interest Sample 2 (Single Property Owner) <input type="checkbox"/> Statement of Voluntary Participation for Acquisition of Property for Purpose of Open Space <input type="checkbox"/> The National Flood Mitigation Data Collection Tool and RLP Viewer, FEMA 497C <input type="checkbox"/> Property Assessment Information or Appraisal <input type="checkbox"/> Elevation Certificate ✓ Non-federal share Commitment Acknowledgement <input type="checkbox"/> Architectural Renderings for Historic Properties ✓ Maintenance Agreement
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23-G-25

Approval of Sunday, November 5, 2023
for the next Municipal Election and the
College Park Community Center for the
location



**CITY OF COLLEGE PARK, MARYLAND
ACTION ITEM COVER REPORT**

AGENDA ITEM 23-G-25

Prepared By: Janeen S. Miller, City Clerk

Meeting Date: 01/24/2023

Presented By: Janeen Miller

Proposed Consent: Yes

Originating Department: City Clerk's Office for the Board of Election Supervisors

Action Requested: Determine date and location of the November 2023 Municipal Election

Strategic Plan Objective:

Objective 1: Innovate and improve City services to enhance quality, value and accessibility for all our residents.

Objective 6: Inspire and nurture a welcoming and inclusive community that encourages and embodies engagement, collaboration, and equity throughout our City.

Background:

The Board of Election Supervisors (BOES) is preparing for the November election for Mayor and Councilmembers. At the January 24 Council meeting, the Board of Election Supervisors proposed two dates for the November 2023 election: Sunday, November 5 or Tuesday, November 7. The location proposed is the College Park Community Center.

The City Council expressed preference for Sunday, November 5 as the date of the election, and the College Park Community Center as the single polling location. With the motion at tonight's meeting, the City Council will make that date and location official. The City Clerk has reached out to the Director of the College Park Community Center to confirm that we can hold the election at that facility on November 5.

The Board also discussed Early Voting opportunities at City Hall and Davis Hall for 10 business days prior to the election. Early Voting does not need to be part of this motion, because it is already included in the City Code as "late application absentee" voting. This terminology will be changed to "Early Voting" in an upcoming amendment to Chapter 34 (Elections) of the City Code.

The Mayor and Council supported the BOES' recommendation that the City adopt the state's permanent Vote By Mail list to indicate those voters who will receive a mail-in ballot without having to submit an application.

The Mayor and Council also supported the BOES' recommendation that the deadline for voter registration be changed to 15 days prior to the election (currently it's 28 days) to enable more people to register in time to vote in the City election. This is another change that will be made in the next Code amendment. Additional changes to Chapter 34 are anticipated: a change in terminology to refer to absentee ballots as "mail-in ballots" and absentee voting as "mail-in voting" to conform to the language in the Maryland Annotated Code.

Fiscal Impact:

With this direction, City Staff can begin to prepare the budget for the 2023 Election.

Council Options:

#1 Approve Sunday November 5 as the date, and the College Park Community Center as the location, for the next election.

#2 Chose other dates and/or locations.

#3 Delay this decision.

Staff Recommendation:

#1

Recommended Motion:


I move to approve Sunday, November 5, 2023 as the date for the next municipal election, and that the College Park Community Center be designated as the single polling location.

Attachments:

None

23-G-26

Approval of letter to PG County School
Board requesting Crossing Guards for
Hollywood Elementary School

	<p style="text-align: center;">CITY OF COLLEGE PARK, MARYLAND ACTION ITEM COVER REPORT</p> <p style="text-align: right;">AGENDA ITEM: <u>23-G-26</u></p> <div style="display: flex; justify-content: space-between;"> <div> <p>Prepared By: Robert W. Ryan Public Services Director</p> <p>Presented By: Robert W. Ryan Public Services Director</p> </div> <div> <p>Meeting Date: 01/31/2023</p> <p>Proposed Consent: Yes</p> </div> </div>	
	<p>Originating Department: Public Services Department</p>	
<p>Action Requested: Approval of a letter to the Prince George's County Executive and the Chief Executive Officer for Prince George's County Public Schools, requesting Crossing Guards for Hollywood Elementary School.</p>		
<p>Strategic Plan Objective: #4 Enhance safety and quality of enforcement to advance our reputation as a safe City.</p>		
<p>Background/Justification: City Council members and Staff have continued to receive concerns from parents of Hollywood Elementary School students about the absence of school crossing guards at two critical crossings – Edgewood Road at Rhode Island Avenue and Edgewood Road near 49th Avenue. We understand that there may be as many as 150 crossing guard vacancies, and that there have not been enough qualified applicants to fill the vacancies. Nevertheless, we believe this gap in protection of elementary school children at Hollywood Elementary needs immediate attention and renewed efforts to fill these vacancies, to hire, train, and deploy crossing guards for our schools. A draft letter from the Mayor to the County Executive and Chief Executive Officer for PGCPs is attached for consideration.</p>		
<p>Fiscal Impact: No impact on City budget.</p>		
<p>Council Options:</p> <ol style="list-style-type: none"> 1. Approve the attached draft letter 2. Approve a different letter. 3. Not send a letter regarding this matter. 		
<p>Staff Recommendation: Option #1</p>		
<p>Recommended Motion: <i>I move to approve a letter in substantially the form attached to the County Executive and Chief Executive Officer of the Prince George's County Public Schools, requesting immediate action to hire, train, and deploy school crossing guards at Hollywood Elementary School, and to authorize the Mayor to sign the letter.</i></p>		
<p>Attachments:</p> <ol style="list-style-type: none"> 1. Draft letter 		

January 31, 2023

The Honorable Angela D. Alsobrooks
County Executive
1301 McCormick Drive
Suite 4000
Largo, MD 20774

Dr. Monica Goldson
Chief Executive Officer
Prince George's County Public Schools
Sasscer Administration Building
14201 School Lane
Upper Marlboro, MD 20772

Dear Ms. Alsobrooks and Dr. Goldson:

We would like to bring to your attention a public safety hazard at the Hollywood Elementary School at 9811 49th Avenue in the City of College Park.

The City Council has received continuous complaints from parents of children attending Hollywood Elementary about the absence of crossing guards.

There are two pedestrian crossing locations which are of concern. The most critical are the crossings at Edgewood Road and Rhode Island Avenue. There is also an Edgewood Road crossing near 49th Avenue.

We believe there have been no County crossing guards here since prior to the pandemic. While we understand that County Police do not have staffing to take patrol officers away from response to calls for service, we agree with parents that County crossing guards need to be hired, trained, and assigned to protect young children who are walking to school.


Please give this request your urgent attention and direct County agencies responsible to restore this service. Thank you for considering our request.

Sincerely,

Patrick L. Wojahn
Mayor

23-G-27

Approval of a new full-time position to be added to the City's pay plan and authorize recruitment.

	<p style="text-align: center;">CITY OF COLLEGE PARK, MARYLAND ACTION ITEM COVER REPORT</p> <p style="text-align: right;">AGENDA ITEM: <u>23-G-27</u></p> <p>Prepared By: Teresa Way-Pezzuti Director of Human Resources</p> <p>Meeting Date: January 31, 2023</p> <p>Presented By: Teresa Way-Pezzuti Director of Human Resources</p> <p>Proposed Consent: Yes</p>
<p>Originating Department: Human Resources</p>	
<p>Action Requested: Approval of a new full-time equivalent position of Contract and Procurement Specialist (or Coordinator) to be added to the City's pay plan; and authorize HR to immediately begin to advertise and recruit for the position</p>	
<p>Strategic Plan Objective: OKR # 1 – Innovate and improve City services to enhance quality, value and accessibility for all our residents.</p> <p>OKR # 10 – Cultivate an empowered and collaborative organizational culture that is high performing, values employers and is known for excellence.</p>	
<p>Background/Justification:</p> <p>The City Council has directed the City Manager to create a new position to review contracts and assist in streamlining the City's procurement process. The position will have the title of Contract and Procurement Specialist (or Coordinator), or similar.</p> <p>The incumbent will manage and oversee the process of administering contracts to ensure compliance with the terms and conditions of City contracts. Staff requests authorization for the position immediately so that the person hired can work in conjunction with the City Attorney. The City Attorney has informed the Mayor and Council that she intends to retire from representing the City in the spring or early summer.</p> <p>The work will require knowledge of the legislation, regulations, and methods used in contracting, and knowledge of business and industry practices, sources of supply, cost factors, and requirement characteristics. The new position will be part of the Finance Department, reporting to the Director of Finance.</p>	
<p>Fiscal Impact:</p> <p>The fiscal impact will be determined by the salary, unknown at this time, but projected to be in the range of \$70,000 - \$90,000, plus benefits, annually.</p>	
<p>Council Options:</p> <p>1. Approve a new full-time equivalent position of Contract and Procurement Specialist (or Coordinator) to be added to the City's pay plan; and authorize HR to immediately begin to advertise and recruit for the position.</p> <p>2. Do not add a Contract and Procurement Specialist or Coordinator position to the City's pay plan.</p>	
<p>Staff Recommendation:</p> <p>Option #1</p>	
<p>Recommended Motion:</p> <p><i>I move the that City Council approve a new full-time equivalent position of Contract and Procurement Specialist (or Coordinator) to be added to the City's pay plan; and authorize HR to immediately begin to advertise and recruit for the position.</i></p>	

Attachments:

1. Proposed Job description



CITY OF COLLEGE PARK

Class Description

Job Title: Contract and Procurement Specialist

Reports To: Director of Finance

FLSA Status: Non-Exempt

General Description

The purpose of this job within the organization is to perform to manage, supervise, perform, or develop policies and procedures for professional work involving the procurement of supplies, and services, including construction, using formal advertising or negotiation procedures; the evaluation of contract price proposals; and the administration or termination and close out of contracts. This position will report to the Finance Director.

Duties and Responsibilities

The functions listed below are those that represent the majority of the time spent working in this job. Management may assign additional functions related to the type of work of the job/class as necessary.

Essential Functions:

Solicits, evaluates, negotiates, and awards contracts with commercial organizations and state and local governments for furnishing products, services, and construction.

Manages and oversees the process of administering contracts and assures compliance with the terms and conditions of contracts, including resolution of problems concerning the obligations of all parties associated with each contract.

Review contract terms and conditions to verify compliance with City policies and applicable federal and state regulations.

Ensures that the City's contract administration policies allow open and fair access to all businesses, including minority and/or female-owned and other socioeconomically challenged businesses.

Terminates contracts by analyzing, negotiating, and settling claims and proposals on mutually amicable terms.

Makes recommendations on complex contract matters and procurements by providing guidance to Department Directors.

Develop and implement standard templates and processes for contract review and execution.

Analyzes and evaluates cost or price proposals and compares with the City Budget.

Negotiate and approve contract terms while ensuring that projects remain within the established budget.

Resolves discrepancies and disputes in accordance with contract laws through consultation with the City Attorney as required.

Establishes and reviews contracts, programs, policies, or procedures.

Additional Duties:

Works in conjunction with the City Attorney, office staff, and a legal team as needed to ensure that contracts are legally binding.

Assist with the updating of the City contract administration policies.

Ensure schedules of completion to submit drafts and documents in a timely manner

Assist vendors with requests needed to fulfill requirements and in the terms of contracts.

Reviews and approves invoices from vendors to ensure that they accurately reflect services rendered or goods delivered.

Ensure that all records are accurate and up to date.

Provide periodic Citywide staff training on City contract administration and procurement processes and protocols.

Performs related work as assigned.

Responsibilities, Requirements, and Impacts

Data Responsibility:

Data Responsibility refers to information, knowledge, and conceptions obtained by observation, investigation, interpretation, visualization, and mental creation. Data are intangible and include numbers, words, symbols, ideas, concepts, and oral verbalizations.

Coordinates or determines the meeting time and place to discuss contract terms, conditions, and requirements.

Must have knowledge of contract law, accounting principles, and finance.

People Responsibility:

People include co-workers, workers in other areas or agencies, and the general public.

Supervises or leads others by recommending and guiding complex contracts.

Determines work procedures, assigns duties, maintains harmonious relations, evaluates performance, and promotes efficiency.

Asset Responsibility:

Assets responsibility refers to the responsibility for achieving economies or preventing loss within the organization.

Requires responsibility and opportunity for achieving moderate economies and/or preventing moderate losses; handles supplies of high value or moderate amounts of money.

Possesses superior attention to detail to spot inconsistencies in contracts

Mathematical Requirements:

Mathematics requires the use of symbols, numbers, and formulas to solve mathematical problems.

Uses addition and subtraction, multiplication and division, and/or calculates ratios, rates, and percentages.

May be responsible for managing multiple contracts at once and must be able to review and approve invoices from vendors.

Communications Requirements:

Communications involves the ability to read, write, and speak.

Has knowledge of the legislation, regulations, and methods used in contracting; and knowledge of business and industry practices, sources of supply, cost factors, and requirements characteristics.

Outstanding verbal and written communication skills in English. Must be able to proofread, edit, and fact-check legal documents for accuracy and consistency, according to a style guide provided by the client or the City Attorney, to ensure the content is grammatically correct and uses proper and businesslike form, style, and punctuation.

Composes reports, forms, and business letters, with the proper format; speaks compound sentences using regular grammar and word form.

Reads professional literature and technical manuals; speaks to employees and other public and private groups; writes manuals and complex reports.

Interprets and explains contract terminology to staff and other interested parties in layman's terms.

Judgment Requirements:

Judgment requirements refer to the frequency and complexity of judgments and decisions given the stability of the work environments, the nature and type of guidance, and the breadth of impact of the judgments and decisions.

Decision-making is a significant part of the job, affecting a large segment of the organization and the general public; works in a dynamic environment and assists in developing policies and practices.

Complexity of Work:

Complexity addresses the analysis, initiative, ingenuity, concentration, and creativity, required by the job and the presence of any unusual pressures present in the job.

Performs supervisory work involving policy and guidelines, solving people and work-related problems; requires continuous, close attention for accurate results and frequent exposure to unusual pressures.

Impact of Errors:

Impact of errors refers to consequences such as damage to equipment and property, loss of data, exposure of the organization to legal liability, and injury or death for individuals.

The impact of errors is serious – they affect most units in the organization and may affect citizens.

Physical Demands:

Physical demands refer to the requirements for physical exertion and coordination of limb and body movement.

Performs sedentary work that involves walking or standing sometimes and exerting up to 10 pounds of force on a regular and recurring basis or sustained keyboard operations.

May have to relocate to other locations within the city for meetings and/or inspections as needed.

Equipment Usage:

Equipment usage involves responsibility for materials, machines, tools, equipment, work aids, and products.

Uses small office equipment, including copy machines or multi-line telephone systems.

Unavoidable Hazards:

Unavoidable hazards refer to the job conditions that may lead to injury or health hazards even though precautions have been taken.

Some, may be exposed to various weather conditions during project inspections and or meetings.

Generally works in an office environment.

Safety of Others:

*Safety of others refers to the level of responsibility for the safety of others, either inherent in the job or to ensure the safety of the general public. **(Does not include safety of subordinates)**.*

Requires some responsibility for the safety and health of others and/or for occasional enforcement of public safety or health standards.

Minimum Education and Experience Requirements:

Requires a Bachelor's degree in business, public administration, or a closely related field. (Master's preferred)

Requires five years of verifiable experience in contract management.

Experience in assisting with municipal elections and the election process.

Professional-level computer use skills include but are not limited to Microsoft Office, email, web-based applications, and keyboard skills.

Must be able to transport oneself to other locations for meetings.

Special Certifications and Licenses:

Certified Professional Contract Manager (CPCM) or certified Commercial Contracts Manager (CCCM) is preferred.

A valid driver's license from the state of residence.


Americans with Disabilities Act Compliance

The City of College Park, MD, is an Equal Opportunity Employer. ADA requires the City to provide reasonable accommodations to qualified persons with disabilities.

Prospective and current employees are encouraged to discuss ADA accommodations with management.

23-G-29

Preliminary Plan of Subdivision for
Discovery Point at the Discovery District
(Campus Drive & Baltimore Avenue)

	<p style="text-align: center;">CITY OF COLLEGE PARK, MARYLAND ACTION ITEM COVER REPORT</p> <p style="text-align: right;">AGENDA ITEM: <u>23-G-29</u></p> <p>Prepared By: Miriam Bader Senior Planner</p> <p>Meeting Date: 01/31/2023</p> <p>Presented By: Miriam Bader, Senior Planner Terry Schum, Planning Director</p> <p>Proposed Consent: No</p>
Originating Department:	Planning and Community Development
Action Requested:	Consideration of Preliminary Plan of Subdivision 4-22034, Discovery District
Strategic Plan Objective:	<p>OKR #5: Plan and facilitate strategic economic development and smart growth to support a variety of businesses that can thrive and serve the diverse needs of our community.</p> <p>OKR #8: Foster and sustain an affordable and stable city for individuals and families to live, work, play and retire here.</p>
Background/Justification:	<p>A Preliminary Plan of Subdivision (PPS) has been submitted by Brandywine Realty Trust (Applicant) in partnership with the Terrapin Development Company for property located between Baltimore Avenue and Campus Drive. The request is to create 9 parcels from University of Maryland parent parcel 140. The parcel consists of 42.91 acres and with parcels 1-4 proposed for development of 524,000 square feet of office space and 285 multifamily dwelling units. Parcels 5-7 will remain as-is for now and parcels A and B will be private roads.</p> <p>The Application includes a variation request to waive the Public Utility Easement (PUE) requirements along the public and private roads connected to the subdivision. A Detailed Site Plan will be required prior to any development. The Planning Board public hearing is scheduled for February 16, 2023. The city staff report is included as Attachment 1.</p>
Fiscal Impact:	Development on parcels 1-4 will be by the private sector and subject to City taxes. The estimated value of the project is not known.
Council Options:	<ol style="list-style-type: none"> 1. Recommend support of PP 4-22034 with conditions per City staff report. 2. Recommend support with different conditions. 3. Do not support.
Staff Recommendation:	Option #1
Recommended Motion:	<i>I move that the City Council support approval of Preliminary Plan of Subdivision 4-22034 with the conditions contained in the City staff report.</i>
Attachments:	<ol style="list-style-type: none"> 1. Staff Review and Recommendation 2. Link to DSP 22034, Discovery District: https://www.dropbox.com/scl/fo/cufvhae4nahwxjp38bv5l/h?dl=0&rlkey=yzyaf1hkh1bqla1p5za2rxkay 3. Link to the M-NCPPC PPS staff report, which may be ready two weeks prior to the hearing: Meeting Portal - The Maryland-National Capital Park & Planning Commission (iqm2.com)

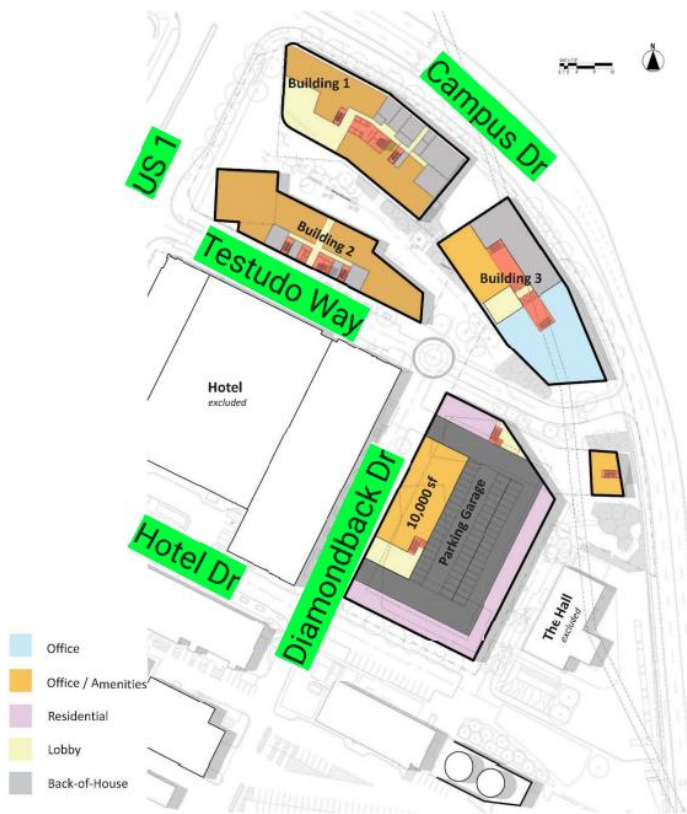
City Staff Review and Recommendation

Preliminary Plan of Subdivision 4-22034
 UMD Discovery District
 Brandywine Realty Trust
 Southeast Quadrant of Baltimore Avenue and Campus Drive

Project Description

This request is for Preliminary Plan of Subdivision (PPS) approval to subdivide UMD parent parcel 140 consisting of 42.91 acres into parcels 1-7 for future development and parcels A and B for private roads. The property is located in the southeast quadrant of Baltimore Avenue and Campus Drive. This subdivision surrounds the previously subdivided The Hotel (parcel 1) and includes the following buildings and facilities which will remain as-is for now on parcels 5-7: Fraternity Row, Leonardtown apartments and offices, Service Building, Energy Plant, WeWorks, the Hall, Ritchie Coliseum, and the Pocomoke Building (UMD Police Service). Parcels 1-4 are proposed for a total of 524,000 SF of office, 50,000 SF of commercial and 285 apartment units as shown below along with the size and existing development on the remaining parcels:

Parcel	Size (acres)	Office (sq. ft.)	Commercial (sq. ft.)	Multifamily dwelling units	Private Road (s)	Existing Buildings to remain (sq. ft.)
1	1.25	220,000	20,000			
2	0.89	40,000	20,000			
3	0.91	214,000	10,000			
4	2.13			285		
5	1.64					9,599
6	2.85					17,717
7	31.04					364,086 and 68 multi-family units
Parcel A	0.21				Yes	
Parcel B	1.98				Yes	



The subject site is located 0.75 miles northwest of the College Park-UMD Metrorail Station. The Purple Line will run in an east-west direction along Rossborough Lane and form a new intersection with Campus Drive. The Terrapin Development Company selected Brandywine Realty Trust as the developer for parcels 1-4. A Detailed Site Plan will be required prior to development. It is our understanding that the first DSP will be for parcels 1 and 2 only with a DSP for infrastructure only submitted for parcels 3 and 4. The Planning Board public hearing for the PPS is scheduled for February 16, 2023.

Zoning

The subject site was rezoned on April 1, 2022, from M-U-I/DDOZ to Local Transit-Oriented Edge (LTO-e) but will be reviewed under the prior Zoning Ordinance and Subdivision Regulations pursuant to Section 24-1703(a) of the 2018 Subdivision Regulations. The property will be reviewed under the Central US 1 Corridor Sector Plan, June 2010. This plan identifies the property as located in the Walkable Node and Walkable Node University Character Areas. Parcel 7 contains Walkable Node and Natural Area (Open Lawn Area) Character Areas. The Sector Plan requires a Landmark Feature at the corner of Paint Branch Parkway and Baltimore Avenue and Mandatory Shop Frontage along Baltimore Avenue, north of the open lawn area to Campus Drive. These items will be reviewed at the time of Detailed Site Plan (DSP).

Platting and Site Access

The nine parcels are of various sizes and shapes. Parcels A and B contain 3 private roads (Hotel Drive, Testudo Way and Diamondback Drive). Sizes range from 0.89 acres to 2.86 acres

for Parcels 1-6. Parcel 7 is the remainder of the original lot and contains 31.04 acres.

The three private roads currently exist and have access and utility easements associated with them. Testudo Way is proposed to be extended via Parcel A and connect to Campus Drive at a signalized intersection when parcel 3 develops. This new intersection was studied in the Traffic Impact Analysis (TIA) discussed later in this report. Diamondback Drive north of Testudo Way will be eliminated and incorporated into parcel 3. The access easement will need to be extinguished and should be noted on the plat. Staff recommends eliminating the flag lot created on parcel 5 and extending Hotel Drive to terminate at Parcel 5 instead. To better understand on-site circulation and access, staff recommends that a pedestrian/vehicular circulation plan be submitted at the time of DSP.

The Purple Line will pass through parcel 7 and a portion of parcel 6, see exhibit below.



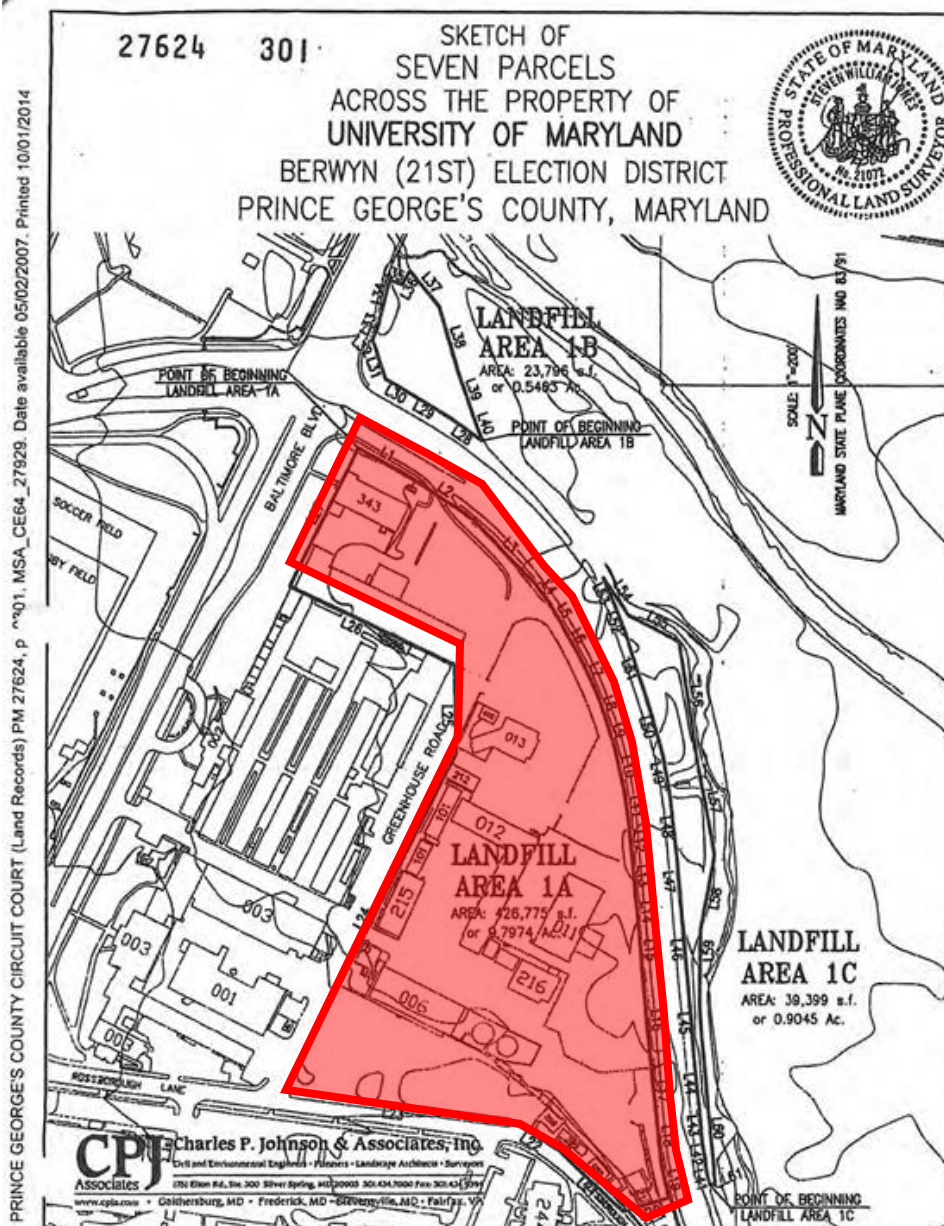
The Purple Line right-of-way is not shown on the plat, and it is not clear who will own this right-of-way. Staff recommends revising the plat to show the right-of-way and to adjust the sizes and lot lines of parcels 6 and 7 accordingly.

The street sections shown on the PPS do not reflect the width of the easements shown on the plat. It appears to imply that sidewalks and landscaping will be outside of these easements. The plat and/or street sections should be revised to clarify this situation.

Environmental

Declaration of Notice of Use Restriction and Easement

On April 4, 2007, a Declaration of Notice of Use Restriction and Easement was placed on property that is part of the Discovery District subdivision, 4-22034. Specifically, the document states that certain areas received waste generated by the University of Maryland. The areas were identified as Landfill Areas 1A, 1B, 1C, 2, 3A, 3B, and 4. Below is a map of Landfill Area 1A, 1B, and 1C. Only Landfill Area 1A is located on the subject property and roughly corresponds to Parcels 1-6 and Parcel A (see area highlighted in red below).



The document notes that the Landfill Areas had *“been used in the past as solid waste disposal areas, and, therefore, the Landfill Areas shall not be used as drinking water. In addition, certain activities, including but not limited to, excavation, grading, dewatering, sheeting or shoring, which could result in undesirable exposures to the waste/contaminants previously disposed of on the Property or interfere with or adversely affect the Landfill Areas (“Prohibited Activities”) are expressly prohibited without the prior written approval of Declarant. Declarant, in its sole discretion, may forward any request to allow a Prohibited Activity to USEPA for approval or may require the requesting person to obtain USEPA approval of any such work. Any such requests for approval shall be sent in writing to: Associate Director, Environmental Affairs, Department of Environmental Safety, Division of Administrative Affairs, University of Maryland, 3115 Chesapeake Building, College Park, Maryland 20742-3133.”*

Comment: The Applicant is aware of this document and has applied for an EPA permit for corrective action which will contain conditions related to the development of the property. The City should receive a copy of this permit prior to the release of any construction permits..

Natural Resources Inventory Plan (NRI-027-08-02): The NRI was approved on April 11, 2022, and only applies to Parcels 1-6. No forest, streams, wetlands, 100-year floodplains or specimen trees were identified on-site.

Aviation Policy Area (APA): The property lies within the APA Area 6 College Park overlay zone associated with the nearby College Park Airport. Any building heights above 50 feet will require an FAR Part 77 with coordination with MAA.

Woodland & Wildlife Conservation Ordinance: A Standard Letter of Exemption (S-163-2022) was approved on September 13, 2022 and expires on September 13, 2024. The exemption letter was issued because the property has no previous Tree Conservation Plan (TCP) approvals. The project is subject to the Maryland Forest Conservation Act and will be reviewed by the Department of Natural Resources prior to the issuance of any grading permits.

Soils: The predominant soils found to occur, according to the US Department of Agriculture (USDA) Natural Resource Conservation Service (NRCS) Web Soil Survey (WSS), include Beltsville-Urban land complex (0-2 percent slopes), Urban land, Urban land- Sassafras complex (0-5 percent slopes), and Urban Land-Woodstown complex (0-5 percent slopes). No soils containing Marlboro clay or Christiana complexes are mapped on or within the immediate vicinity of this site.

Comment: There are no geotechnical concerns with this project.

Stormwater Management: A Site Development Concept Plan was submitted with this application (16969-2022). The proposed plan shows the installation of an underground stormwater storage facility, landscape/hardscape areas with incorporated storm water management devices, micro-scale practices incorporated into the landscaping in the proposed plaza area and micro-bioretenment areas.

Comment: An approved SWM concept plan will be required at the time of Detailed Site Plan review. No further information is required at this time regarding SWM.

Landscape Manual Conformance and Tree Canopy Coverage (TCC) Conformance: The US 1 Sector Plan requirements for streetscape and landscaping supersede most of the Landscape

Manual requirements; however, conformance with the following is required: Section 4.1 Residential Requirements, Section 4.2, Requirements for Landscape Strips Along Streets; Section 4.3, Parking Lot Requirements; Section 4.4, Screening Requirements; Section 4.6, Buffering Development from Streets; Section 4.7, Buffering Incompatible Uses; Section 4.9, Sustainable Landscaping Requirements. The minimum tree canopy coverage requirement is 10%. These requirements will be evaluated at the time of DSP review.

Comment: Staff recommends that the TCC requirements be met on site without a waiver.

Adequate Public Facilities

Certificate of Adequacy (COA) will be required prior to approval of the PPS. The assigned COA number for this PPS is ADQ-2022-013. At the time of publication of this report, City staff had not received the COA from M-NCPPC. We have added this requirement as a condition of approval.

M-NCPPC staff reviewed the project for compliance with the adequate public facilities regulations and made the following findings:

- Police – Staffing and equipment meet the guidelines for the Residential Component of the project (Section 25-4508 of the Subdivision Regulations).
- Fire and Rescue - Response time meets the guidelines (Section 25-4509 of the Subdivision Regulations).
- Schools – An analysis was done by the County that shows schools at the Middle and High School levels are over capacity. Elementary schools within the cluster are at 104% of the state rated capacity and meet the 105% level of service standard. Per Section 25-4510.c of the Subdivision Regulations where a school facility surcharge is to be paid, the subdivision may be approved regardless of actual or projected school capacity.
- Water and Sewer- The project is located within Water and Sewer Category 3 for "Community Systems" which is adequate to serve the proposed development.
- Capital Improvement Program (CIP)- There are no CIP projects noted in the Prince George's County FY 2023-2028 Approved CIP for this area (Planning Area 66, College Park-Berwyn Heights & Vicinity).
- Transportation - A Traffic Impact Analysis (TIA) was prepared by The Traffic Group on 01-17-22 and revised on 12-02-22. The Traffic Count was conducted on Tuesday, November 1, 2022, when University of Maryland and Prince George's County public schools were on a normal class schedule.

The guidelines prescribe specific analysis of the Average Critical Lane Volume (CLV) and Level of Service (LOS) of all signalized intersections along US 1 from Campus Drive to Guilford Drive (inclusive of both intersections) as shown in Figure 2. below. Section 24-124 of the County Code and the Transportation Review Guidelines specify that the average CLV of all signalized intersections in the study area must operate at 1,600 or less and LOS of E or better. The project results in a total of 1,081 off-site trips in the am peak and 1297 off-site trips in the pm peak (See Table 2) which meets the guidelines. The study also shows that the average LOS will be at a Level A during both the AM and PM peak hours and will therefore operate within acceptable parameters.

The study also evaluated the following existing unsignalized intersections (see Figure 2. and Table 4.): US 1 and Testudo Way, Campus Drive and Diamondback Drive,

Rossborough Lane and Diamondback Drive and Rossborough Lane and Yale Avenue (behind fraternity row). The Highway Capacity Manual (HCM) analysis is required for unsignalized intersections. The results indicate that all existing unsignalized intersections are projected to operate at Level of Service "C" or better and under the County failing threshold of 50 seconds.

A new, full movement intersection is proposed at extended Testudo Way and Campus Drive with exiting left turns allowed (see Figure 1. and Table 4.). This new intersection is projected to operate at a failing condition of "F" with delays of 292.6 seconds during the AM peak hour and 204.6 seconds during the PM peak hour. According to the Applicant's traffic study, if a stop sign is installed, the intersection will perform adequately; however, the study recommends installing a traffic signal to accommodate left turns in and out of the site and enhance overall performance of the intersection.

Comment: Staff supports a traffic signal being installed at the Testudo Way/Campus Drive intersection to better facilitate traffic operation.

Figure 1. Study Intersection Location Map (Grid Spacing: ½ mile)

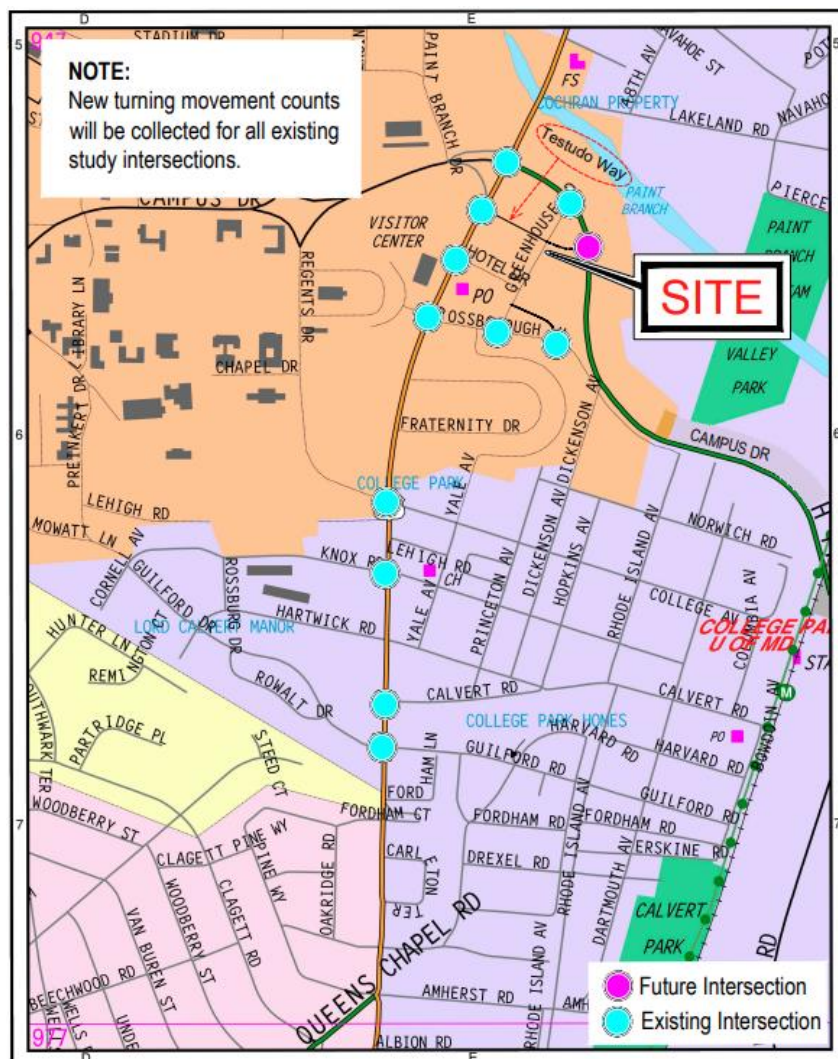


Table 1. Trip Generation Rate

Trip Rates / Formulae	In/Out %
Apartments (garden and mid-rise, Prince Georges County Rates)	
AM Peak Hour Trips = 0.52 x Units	19/81
PM Peak Hour Trips = 0.60 x Units	65/35
General Office (0.4 FAR, Prince Georges County Rates)	
AM Peak Hour Trips = 2.0 x ksf	90/10
PM Peak Hour Trips = 1.85 x ksf	19/81

TRIP TOTALS	AM Peak Hour			PM Peak Hour		
	In	Out	Total	In	Out	Total
<i>Apartments (garden and mid-rise, Prince Georges County Rates)</i>						
285 units	28	120	148	111	60	171
less 15% TOD Credit ^{2/}	-4	-18	-22	-17	-9	-26
Total Apartment Off-Site Trips	24	102	126	94	51	145
<i>General Office (0.4 FAR, Prince Georges County Rates)</i>						
524,000 sq.ft.	943	105	1048	183	786	969
less 15% TOD Credit ^{2/}	-141	-16	-157	-27	-118	-145
Total Office Off-Site Trips	802	89	891	156	668	824
Total New Off-Site Trips	826	191	1017	250	719	969

NOTE:

1. TIS will include an exhibit to show how existing trips that will remain as part of the PPS application were calculated from the existing counts which will be removed from the counts and then included as part of the overall development.
2. Trip reduction of 15% is a result of Development TOD Checklist Evaluation.
3. Prince Georges County trip rates.

Table 2. UMD Discovery District Subdivision Trip Table

LOCATION	MORNING PEAK HOUR			EVENING PEAK HOUR		
	IN	OUT	TOTAL	IN	OUT	TOTAL
Proposed New Site Trips	826	191	1017	250	719	969
Diamondback + Campus	46	18	64	51	68	119
Rossborough/US 1	30	31	61	40	61	101
Fraternity Row North/US 1	0	22	22	0	52	52
Fraternity Row South/US 1	22	0	22	52	0	52
Yale Ave	23	35	58	60	46	106
Testudo Way /US 1	3	9	12	6	37	43
Rossborough/ Yale Ave.	15	10	25	15	20	35
Rossborough/ Diamondback	30	20	50	30	40	70
TOTALS	995	336	1331	504	1043	1547
Trips from Parcels to be Developed	250	0	250	0	250	250
NET TOTAL TRIPS- TRIP CAP	745	336	1081	504	793	1297

Table 3. Results of Intersection Capacity Analysis

	Existing Traffic		Background Traffic		Total Traffic	
AM Peak Hour Traffic	CLV	INT VOL ^{3/}	CLV	INT VOL ^{3/}	CLV	INT VOL ^{3/}
US 1 CORRIDOR SECTOR PLAN SIGNALIZED INTERSECTIONS						
1. US 1 & Campus Drive	A/587	1,928	A/712	2,332	A/827	2,657
2. US 1 & Hotel Drive	A/394	1,081	A/518	1,411	D/544	1,647
3. US 1 & Rossborough Lane	A/373	1,042	A/496	1,370	A/531	1,552
4. US 1 & College Drive	A/420	1,088	A/544	1,418	A/564	1,610
5. US 1 & Knox Road	A/411	1,046	A/584	1,494	A/614	1,686
6. US 1 & Calvert Road	A/341	1,055	A/392	1,269	A/478	1,461
7. US 1 & Guilford Road	A/456	1,184	A/530	1,414	A/549	1,606
Corridor Weighted Average	A/443		A/557		A/609	
8. Campus Drive & Testudo Way Extended-Site			---		A/736	
PM Peak Hour Traffic	CLV	INT VOL ^{3/}	CLV	INT VOL ^{3/}	CLV	INT VOL ^{3/}
US 1 CORRIDOR SECTOR PLAN SIGNALIZED INTERSECTIONS						
1. US 1 & Campus Drive	A/930	2,885	C/1187	3,558	C/1259	3,865
2. US 1 & Hotel Drive	A/580	1,710	A/763	2,287	D/959	2,481
3. US 1 & Rossborough Lane	A/549	1,731	A/731	2,308	A/813	2,475
4. US 1 & College Drive	A/644	1,792	A/827	2,369	A/852	2,551
5. US 1 & Knox Road	A/689	1,758	B/1144	2,490	C/1219	2,672
6. US 1 & Calvert Road	A/607	1,682	A/698	2,020	A/735	2,202
7. US 1 & Guilford Road	A/606	1,844	A/781	2,224	A/855	2,406
Corridor Weighted Average	A/681		A/905		A/985	
8. Campus Dr & Testudo Way Extended-Site			---		A/789	

Note:

1. Background Traffic reflects existing traffic, growth and background developments.
2. Total Traffic is derived from combining background Traffic and traffic to be generated by site.
3. INT VOL = intersection volumes.
4. Corridor weighted average does not include Intersection #8.

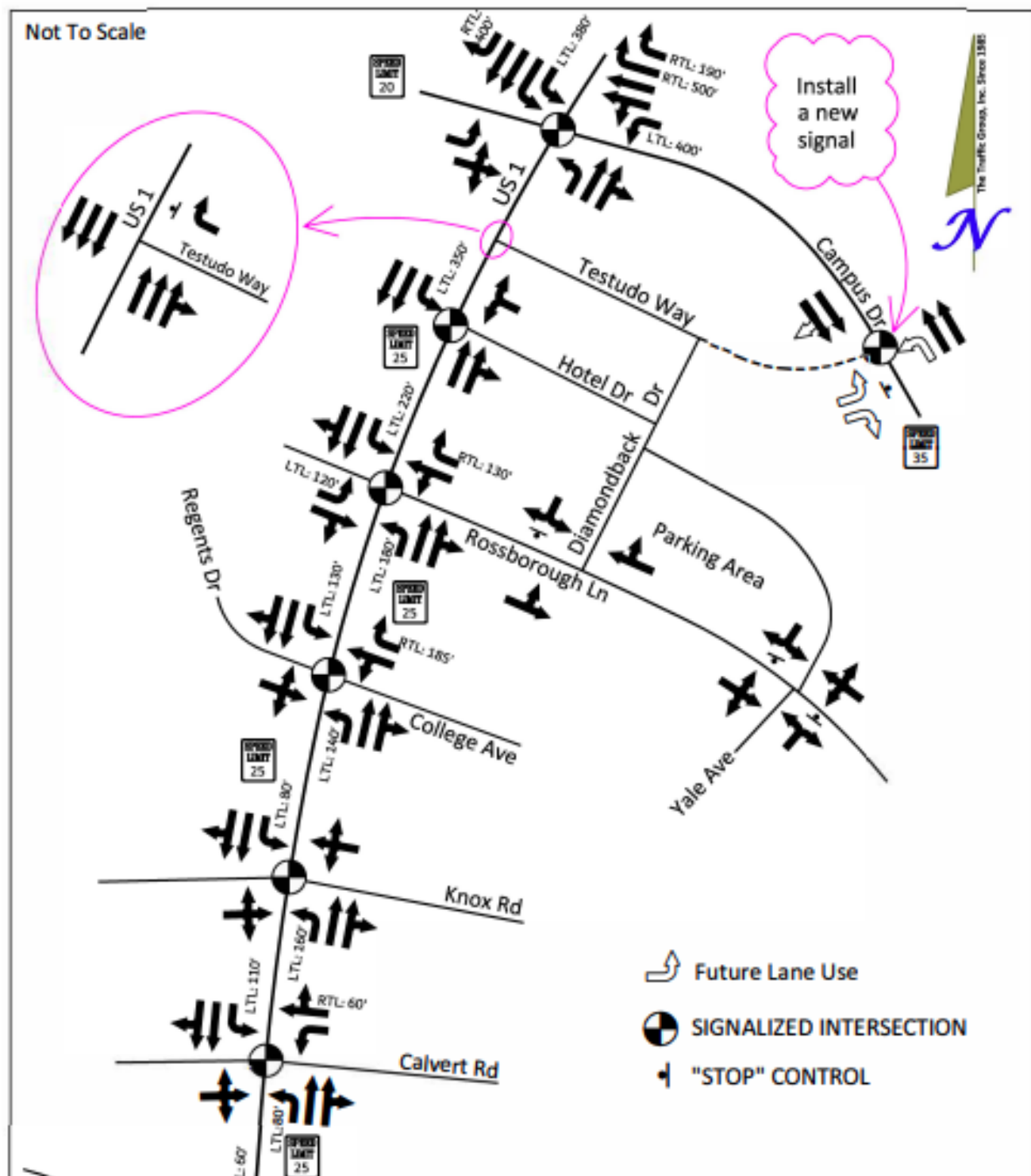
Table 4. Results of Unsignalized Intersection Capacity Analysis-HCM

	Existing Traffic	Background Traffic	Total Traffic
AM Peak Hour Traffic	LOS/Worst Delay	LOS/Worst Delay	LOS/Worst Delay
1. US 1 & Testudo Way	B/10.3	B/10.7	B/11.2
2. Campus Dr & Diamondback Dr	A/9.3	A/9.5	----
3. Campus Dr & Testudo Way Extended/Site	----	----	F/292.6
4. Rossborough Ln & Diamondback Dr	A/8.8	A/8.8	A/9.1
5. Rossborough Ln & Yale Ave	A/8.9	A/8.9	A/8.9
PM Peak Hour Traffic	LOS/Worst Delay	LOS/Worst Delay	LOS/Worst Delay
1. US 1 & Testudo Way	B/13.8	C/16.8	C/18.5
2. Campus Dr & Diamondback Dr	B/10.2	B/11.1	----
3. Campus Dr & Testudo Way Extended/Site	----	----	F/204.6
4. Rossborough Ln & Diamondback Dr	A/9.0	A/9.0	A/9.4
5. Rossborough Ln & Yale Ave	A/8.9	A/8.9	A/9.0

Note:

1. Background Traffic reflects existing traffic, growth and background developments.
2. Total Traffic is derived from combining background Traffic and traffic to be generated by site.
3. Reported are worst movement LOS/Delay (seconds) from HCM Unsignalized methodology.

Figure 3. Future Lane Use and Traffic Control



Adequate Bicycle and Pedestrian Facilities

The proposed project is subject to Sec. 24-124.01c, of the Prince George's County Code which requires adequate public pedestrian and bikeway facilities in County Centers and Corridors. A Bicycle and Pedestrian Impact Study (BPIS) is required within a ½ mile radius of the site. Based on the number of dwelling units and the square footage of retail, the Applicant is required to provide a maximum of \$341,800.02 for off-site bicycle and pedestrian improvements for development of Parcels 1-4.

The Applicant is proposing the following three improvements:

1. Install 12 Bus Sitting Walls along US1 and Campus Drive for a total cost of \$159,174.
2. Install a crosswalk along Guilford Drive, 410 feet west of US 1 for a total cost of \$8,658.
3. Install a recreational sign, "Rhode Island Avenue Trolley Trail" on eastbound and westbound Campus Drive before the Trail intersects Campus Drive for a total cost of \$1,360.

After listing these three projects, the Applicant's BPIS states (p. 27) that "The Discovery District Multi-Use Trail Transit Access Plan has labeled 19 different projects-four of which are detailed below and may be appropriate for BPIS funding for this project."

1. Leonardtown/Hopkins Ave. Side Path-Total cost \$250,000-\$500,000 (identified as Project 13. in the plan).
2. Norwich Road Side Path-Total cost \$200,000 (identified as Project 2. in the plan).
3. Campus Drive Side Path-Total cost \$500,000 (identified as Project 10. in the plan).
4. Wayfinding Signage-Total cost varies.

The BPIS then adds that "County staff will review and prioritize the above items and decide what to install against our total cost cap of the off-site pedestrian and bike facilities that is \$341,800.02 for our UMD Discovery District project." City staff met with the applicant early in the process to recommend alternative BPIS projects including the projects listed above from the Multi-Use Trail Access Plan.

Comment: The Discovery District Multi-Use Trail Transit Access Plan was completed in July 2022 with input from the City, UMD and the Discovery District Working Group. Staff recommends Project # 2 From the study, Norwich Road Side Path, as the first priority; sidewalk construction on the south side of Norwich Road between Rhode Island Avenue and 4811 Norwich Road as the second priority; and bus shelters, where feasible, as the third priority.

Mandatory Dedication of Parkland

Sec. 24-134 of the Prince George's County Code requires conformance with mandatory dedication of parkland. Sec. 24-135 allows private recreational facilities or a fee-in-lieu to be substituted for parkland if approved by the Planning Board. Based on the Parks and Recreation formula, the Applicant is required to provide \$257,868 in recreational amenities for Parcel 4, where the 285 multifamily units are proposed. The Applicant is proposing to meet this requirement by providing \$420,000.00 in private recreational amenities including: a fitness center, a game room, and a courtyard with year-round amenities.

Comment: M-NCPPC supports private recreation facilities. The specific amenities will be reviewed at the time of DSP.

Variation Request

The Applicant is requesting a variation to waive the 10-foot-wide public utility easement (PUE) requirement along all the private roads and public roads connected to the subdivision. All necessary utilities are already provided within existing easements and public rights-of-ways.

Comment: Staff supports the variation request to waive the 10-foot-wide public utility easement requirement since existing provisions are adequate for current and future needs.

Historic Preservation

Parcel 7 contains the University of Maryland Central Heating Plant (66-035-09), a documented Historic Site. Parcel 7 is also adjacent to the Old Town College Park Historic District (66-042-00) and adjacent to the Rosborough Inn Historic Site (66-035-02) which is located across Baltimore Avenue.

Comment: All development plans on Parcel 7 will have to be reviewed by the Historic Preservation Commission and the Old Town Local Advisory Committee.

Staff Recommendation


City staff recommends supporting PPS 4-22034 and the variation to waive the 10-foot PUE requirement with the following conditions:

1. Prior to approval of the final plat:
 - a. Provide a note on the plat that Diamondback Drive north of Testudo Way shall be extinguished prior to the development of parcel 3.
 - b. Revise the plat to show the Purple Line right-of-way and make the necessary adjustments to parcels 6 and 7.
 - c. Revise the street sections on the PPS to correspond with the easements shown on the plat.
 - d. Consider extending Hotel Drive to parcel 5 to eliminate the flag lot on parcel 5 and facilitate access to parcels 4 and 5.
2. Prior to approval of the first building permit for Parcel 3, the following road improvements shall (a) have full financial assurances, (b) have been permitted for construction through the operating agency's access permit process, and (c) have an agreed-upon timetable for construction with the appropriate operating agency:
 - a. Traffic signal at the Testudo Way extended/Campus Drive intersection.
3. Prior to the issuance of any building permit involving land disturbance in the restricted area (Parcels 1-6), as shown in the Declaration of Notice of Use Restriction and Easement, a copy of the EPA permit for corrective action shall be provided.
4. Prior to issuance of a building permit for a building or structure higher than 50 feet, the Applicant shall demonstrate compliance with Federal Aviation Regulations (FAR) Part 77.
5. All development plans on Parcel 7 shall be reviewed by the Historic Preservation Commission and the Old Town Local Advisory Committee.

6. At the time of DSP:
 - a. Provide an off-site bicycle and pedestrian facilities plan that illustrates the location, limits, specifications, and details for the following improvements, in order of priority, consistent with the cost cap:
 - i. Design and construct the Norwich Road Side Path, identified as Project 2. in the Discovery District Multi-Use Trail Transit Access Plan, July 2022 subject to approval by the University of Maryland.
 - ii. Construct 5-foot-wide sidewalks on the south side of Norwich Road between Rhode Island Avenue and 4811 Norwich Road within City of College Park right-of-way.
 - iii. Install bus shelters along US1 and Campus Drive, if feasible, up to the cost-cap.
 - b. Provide a Landmark feature at the intersection of Baltimore Avenue and Campus Drive.
 - c. Provide a pedestrian and vehicular circulation plan.
 - d. Provide street sections for all proposed roadway construction.
 - e. Provide parking hubs for micro-mobility vehicles.
 - f. Provide a development phasing plan.
7. If it is appropriate for the development of parcels 1-4, prior to Planning Board approval of the DSP, the applicant shall execute a Declaration of Covenants and Agreement with the City, if feasible, that includes, at a minimum, the following provisions:
 - a. PILOT to City if the property becomes tax exempt.
 - b. Unitary management and condominium conversion requirements.
 - c. Restrictions related to construction staging and hours of operation, if needed.
 - d. If feasible, provision of an outdoor public art feature, which can be matched by City funds (up to \$15,000).
 - e. Evidence of LEED SILVER or equivalent certification.

23-O-01

Consideration and possible introduction
of Ordinance 23-O-01,
Better Bag Bill

	<p style="text-align: center;">CITY OF COLLEGE PARK, MARYLAND ACTION ITEM COVER REPORT</p> <p style="text-align: right;">AGENDA ITEM: <u>23-O-01</u></p> <p>Prepared By: Suellen Ferguson, City Attorney, and Robert Marsili, Director of Public Works</p> <p>Meeting Date: 1/31/2023</p> <p>Presented By: Suellen Ferguson, City Attorney, and Robert Marsili, Director of Public Works</p> <p style="text-align: right;">Proposed Consent: No</p>	
	<p>Originating Department: City Attorney, Department of Public Works</p>	
<p>Action Requested: Introduction of an ordinance to amend Chapter 129 by adding “provisions which prohibit retail establishments from providing single-use plastic carryout bags to customers at the point of sale and by requiring that retail establishments charge a fee of at least \$.10 per bag for provision of paper carryout bag and reusable carryout bag</p>		
<p>Strategic Plan Objective: Objective 3: Preserve and enrich our environment and natural beauty to attract people and sustain our City’s future Start typing here</p>		
<p>Background/Justification:</p> <p>The City is committed to a sustainable environment and active stewardship of our natural resources. The City’s long-term planning contributes to the well-being and prosperity of our community.</p> <p>The Committee for a Better Environment presented the idea of a “Better Bag Bill” to the City Council on November 15, 2022, with additional discussion on January 10, 2023. The Council response was favorable. The Council asked for a follow-up discussion and wanted to know how the bill would affect small businesses in the City.</p> <p>Small and independent businesses generally have embraced the Better Bag plan. The national retail chains located in College Park have forwarded the Better Bag plan to their respective headquarters. The big brand stores seemed to be receptive. The cost of plastic bags has affected the overhead of some retailers who would save money by not having to provide plastic bags under this bill. Some of our neighboring municipalities that are part of the College Park hyper-local economy are seeking our leadership on this Better Bag Ordinance.</p> <p>The effective date of the amendments has been left open for the Mayor and Council to discuss. Staff recommends waiting approximately six months to allow time for the public education that is needed. An effective date of September 1 is suggested.</p>		
<p>Fiscal Impact:</p> <ul style="list-style-type: none"> Funding is proposed for reusable bags for city residents in the FY24 budget. Code Enforcement will be a critical component of a successful program. Communications will be asked to work with the CBE to create and publicize a public education plan which could include a mailing to all City businesses that would be impacted and to educate residents about the change. The City will invest in City-branded reusable bags to give away at City events. 		

Council Options:

1. Introduce Ordinance 23-O-01 which prohibits retail establishments from providing plastic carry out bags to customers at point of sale and requires retail establishments to charge at least \$.10 for each paper carryout bag and reusable carryout bag, and set a Public Hearing date.
2. Introduce Ordinance 23-O-01 with changes
3. Take no action at this time

Staff Recommendation:

#1

Recommended Motion:

I move to introduce Ordinance 23-O-01 prohibiting retailers from providing plastic carry out bags to customers at point of sale and requiring retail establishments to charge at least \$.10 for each paper carryout bag and reusable carryout bag provided to customers.

Attachments:

1. Ordinance 23-O-01

ORDINANCE
OF THE MAYOR AND COUNCIL OF THE CITY OF COLLEGE PARK AMENDING
CHAPTER 129, “LICENSES”, BY RENAMING THE CHAPTER AS “LICENSES AND
BUSINESS REGULATION”; BY DIVIDING THE CHAPTER INTO TWO ARTICLES;
BY REPEALING AND REENACTING §129-3, “VIOLATIONS AND PENALTIES”; BY
ENACTING §§ 129-12, “DEFINITIONS”, §129-13, “PROVISION OF PLASTIC
CARRYOUT BAG USE AT POINT OF SALE PROHIBITED”, §129-14, “REQUIRED
FEE FOR PROVISION OF PAPER AND REUSABLE CARRYOUT BAGS”, §129-15
“VIOLATIONS AND PENALTIES”, AND §129-16, “RULES AND REGULATIONS”;
AND BY REPEALING AND REENACTING CHAPTER 110, “FEES AND PENALTIES”,
§110-12“PENALTIES” TO PROHIBIT A RETAIL ESTABLISHMENT FROM
PROVIDING A CARRYOUT PLASTIC BAG TO CUSTOMERS, TO REQUIRE A
RETAIL ESTABLISHMENTS TO CHARGE CHARGE OF AT LEAST \$.10 FOR
EACH PAPER AND REUSABLE CARRYOUT BAG PROVIDED TO CUSTOMERS
AND TO PROVIDE A PENALTY FOR VIOLATION

WHEREAS, pursuant to §5-201 *et seq.* of the Local Government Article, Annotated Code of Maryland, the City of College Park, Maryland (hereinafter, the “City”) has the power to pass such ordinances as it deems necessary to protect the health, safety and welfare of the residents of the City and to prevent and remove nuisances; and

WHEREAS, the manufacture and distribution of single-use carryout bags use natural resources, generate greenhouse gas emissions, contribute to climate change, are a source of pollution, and are a significant source of harmful and unsightly litter both on land and in the waterways, including the Anacostia Watershed; and

WHEREAS, City residents consume approximately 12.7 million plastic bags annually that are used for a few minutes, then incinerated, landfilled, or left in the environment as litter; and

CAPS	: Indicate matter added to existing law.
[Brackets]	: Indicate matter deleted from law.
Asterisks * * *	: Indicate matter remaining unchanged in existing law but not set forth in Ordinance
CAPS	: Indicate matter added in amendment
[Brackets]	: Indicate matter deleted in amendment

WHEREAS, research demonstrates that over 75 percent of shoppers at College Park retail establishments take complementary single-use plastic carry out bags when they are offered at the point of sale; and

WHEREAS, littered plastic bags become micro-plastics and are harmful or fatal for land animals, birds, and marine life; and

WHEREAS, scientists estimate that humans are ingesting as much as a credit-card's worth of plastic weekly, and single-use plastic bags are a source of hazardous chemicals that are known carcinogens, endocrine disruptors, and the cause of respiratory ailments; and

WHEREAS, plastic carryout bags are not accepted in county single-stream recycling programs, are a source of contamination, and foul recycling equipment; and

WHEREAS, littered bags of all types degrade our communities, adversely impact quality of life and the ability to attract new businesses; and

WHEREAS, single-use paper bags require the felling of trees that otherwise would mitigate climate impacts, use numerous harmful chemicals and significant amounts of water in their manufacture, have a substantial carbon footprint, and contribute to litter and the waste stream; and

WHEREAS, single-use carryout bags provided by retail establishments impose hidden costs on consumers in the form of overhead incorporated in the price of merchandise, cost taxpayers and local government for collection of litter, recycling, and disposal, and constitute a public nuisance; and

WHEREAS, encouraging the use of reusable bags will help College Park achieve its goals of reducing litter, improving the quality and appearance of the natural environment,

reduce trash going to landfill, and reduce climate emissions that are incorporated into the City's 2020-2025 Strategic Plan; and

WHEREAS, the Committee for a Better Environment presented the idea of prohibiting the use of plastic carryout bags at City retail establishments, and requiring the retail establishments to charge a fee of at least \$.10 for each paper carryout bag and reusable carryout bag provided to customers, to the City Council on November 15, 2022; and

WHEREAS, the Mayor and Council have determined that it is in the public interest to prohibit a retail establishment from providing a plastic carryout bag to customers, and to require that retail establishments charge at least \$.10 for each paper carryout bag and reusable carryout bag provided to customers.

Section 1. **NOW THEREFORE, BE IT ORDAINED AND ENACTED**, by the Mayor and Council of the City of College Park, Maryland that Chapter 129, "Licenses" be and it is hereby renamed as Chapter 129, "Licenses and Business Regulation",

Section 2. **BE IT FURTHER ORDAINED AND ENACTED** by the Mayor and Council of the City of College Park that Chapter 129, "Licenses" be and is hereby divided into two Articles, entitled Article I, "Licenses" and Article II, "Business Regulation".

Section 3. **BE IT FURTHER ORDAINED AND ENACTED** by the Mayor and Council of the City of College Park that Chapter 129, "Licenses", Article I, "Licenses", shall include the provisions of §129-1, "License required", through §129-9, "Solicitors" and shall also reserve §§129-10 and 129-11.

Section 4. **BE IT FURTHER ORDAINED AND ENACTED** by the Mayor and Council of the City of College Park that Chapter 129, “Licenses”, §129-3, “Violations and penalties” be and it is hereby repealed, reenacted and amended to read as follows:

§ 129-3 Violations and penalties.

Any person who shall violate any provision of this [~~chapter~~] ARTICLE or any provision of any rule or regulation adopted by the Mayor and Council pursuant to the authority granted by this [~~chapter~~] ARTICLE shall be issued a notice containing the requirement that the violation must be fully corrected within 10 days from the date of the notice and that, in the event that [~~he/she fails to do so~~] THE PERSON FAILS TO DO SO within the ten-day period, a citation shall be delivered to [~~him/her~~] THE PERSON in accordance with the provisions of § C8-3 of the City Charter and [~~Article 23A, § 3(b)(2)~~], of the LOCAL GOVERNMENT ARTICLE, Annotated Code of Maryland, advising [~~him/her~~] THE PERSON of the imposition of a fine as set forth in Chapter 110, Fees and Penalties, payable to the City. In the event that [~~he/she elects not to stand trial for the violation and~~] the violation is not fully corrected, within the following ten-day period, a second citation shall be delivered to [~~him/her~~] THE PERSON IN VIOLATION [~~in accordance with the same provisions advising him/her of the imposition of~~] IMPOSING an additional fine in the amount as set forth in Chapter 110, Fees and Penalties. For each successive five-day period in which [~~he/she elects not to stand trial for the violation and~~] the violation is not fully corrected, an additional citation [~~shall be delivered to [him/her] advising him/her of the imposition of~~] WITH an additional fine as set forth in Chapter 110, Fees and Penalties, MAY BE ISSUED TO THE VIOLATOR.

Section 5. **BE IT FURTHER ORDAINED AND ENACTED** by the Mayor and Council of the City of College Park that Chapter 129, “Licenses”, §129-12, “Definitions” be and it is hereby enacted to read as follows:

§129-12 DEFINITIONS

IN THIS SECTION THE FOLLOWING WORDS HAVE THE MEANINGS INDICATED.

A. “FOOD SERVICE FACILITY” MEANS:

1. A PLACE WHERE FOOD OR DRINK IS PREPARED FOR SALE OR SERVICE ON THE PREMISES OR ELSEWHERE; OR

ANY OPERATION WHERE FOOD IS SERVED TO OR PROVIDED FOR THE PUBLIC, WITH OR WITHOUT CHARGE.

2. “FOOD SERVICE FACILITY” INCLUDES A MICRO MARKET LICENSED UNDER TITLE 17, SUBTITLE 17 OF THE BUSINESS REGULATION ARTICLE.

B. “FOOD SERVICE FACILITY” DOES NOT INCLUDE:

1. A KITCHEN IN A PRIVATE HOME WHERE FOOD IS PREPARED AT NO CHARGE FOR GUESTS IN THE HOME, FOR GUESTS AT A SOCIAL GATHERING, OR FOR SERVICE TO UNEMPLOYED, HOMELESS, OR OTHER DISADVANTAGED POPULATIONS;

2. A FOOD PREPARATION OR SERVING AREA WHERE FOOD IS PREPARED OR SERVED ONLY BY AN EXCLUDED ORGANIZATION;

OR

3. A COTTAGE FOOD BUSINESS AS DEFINED IN § 21-301(B-1) OF THE HEALTH GENERAL ARTICLE, ANNOTATED CODE OF MARYLAND.

C. “PLASTIC CARRYOUT BAG” MEANS A PLASTIC BAG THAT IS PROVIDED BY A RETAIL ESTABLISHMENT TO A CUSTOMER AT THE POINT OF SALE AND IS NOT A REUSABLE CARRYOUT BAG.

D. “PLASTIC CARRYOUT BAG” INCLUDES A COMPOSTABLE PLASTIC BAG THAT MEETS THE SPECIFICATIONS OF THE AMERICAN SOCIETY OF TESTING AND MATERIAL INTERNATIONAL STANDARD SPECIFICATION FOR COMPOSTABLE PLASTICS D6400.

E. “PLASTIC CARRYOUT BAG” DOES NOT INCLUDE A PLASTIC BAG USED TO:

1. PACKAGE BULK ITEMS, INCLUDING FRUIT, VEGETABLES, NUTS, GRAINS, CANDY, OR SMALL HARDWARE ITEMS;
2. CONTAIN OR WRAP FRESH MEAT, OR SEAFOOD;
3. CONTAIN OR WRAP FLOWERS, POTTED PLANTS, OR OTHER DAMP ITEMS;
4. CONTAIN UNWRAPPED PREPARED FOODS OR BAKERY GOODS;
5. CONTAIN GARMENTS OR DRY-CLEANED CLOTHES, INCLUDING SUITS, JACKETS, AND DRESSES;
6. OR PROVIDED BY A RETAIL ESTABLISHMENT TO TAKE LIVE FISH, INSECTS, MOLLUSKS, OR CRUSTACEANS AWAY FROM THE RETAIL ESTABLISHMENT.

F. "REUSABLE CARRYOUT BAG" MEANS A BAG WITH STITCHED HANDLES THAT IS SPECIFICALLY DESIGNED AND MANUFACTURED FOR MULTIPLE REUSE AND IS MADE OF: (1) CLOTH OR OTHER WASHABLE FABRIC; OR (2) A DURABLE MATERIAL SUITABLE FOR MULTIPLE RE-USE THAT IS NOT MADE OF PLASTIC FILM.

G. "RETAIL ESTABLISHMENT" MEANS A STORE, A FOOD SERVICE FACILITY, OR ANY OTHER ESTABLISHMENT THAT PROVIDES BAGS TO ITS CUSTOMERS AS A RESULT OF THE SALE OF A PRODUCT.

Section 6. **BE IT FURTHER ORDAINED AND ENACTED** by the Mayor and Council of the City of College Park that Chapter 129, "Licenses", §129-13, "Disposable plastic bag use prohibited at point of sale" be and it is hereby enacted to read as follows:

§129-13 PROVISION OF PLASTIC CARRYOUT BAGS PROHIBITED AT POINT OF SALE.

ON AND AFTER *****, RETAIL ESTABLISHMENTS MAY NOT PROVIDE PLASTIC CARRYOUT BAGS TO CUSTOMERS AT THE POINT OF SALE.

Section 7. **BE IT FURTHER ORDAINED AND ENACTED** by the Mayor and Council of the City of College Park that Chapter 129, “Licenses”, §129-14, “Required charge for provision of paper and reusable carryout bags” be and it is hereby enacted to read as follows:

§129-14 REQUIRED CHARGE FOR PROVISION OF PAPER AND REUSABLE CARRYOUT BAGS.

A. 1. ON AND AFTER *****, A RETAIL ESTABLISHMENT SHALL CHARGE, COLLECT, AND RETAIN AT LEAST 10 CENTS FOR EACH PAPER CARRYOUT BAG AND REUSABLE CARRYOUT BAG THAT IT PROVIDES TO A CUSTOMER.

2. THE CHARGE FOR PAPER CARRYOUT BAGS SHALL NOT APPLY TO A PAPER BAG CONTAINING PRESCRIPTION MEDICATION PROVIDED BY A PHARMACY TO A CUSTOMER.

B. A RETAIL ESTABLISHMENT MAY NOT ADVERTISE, HOLD OUT, OR STATE TO THE PUBLIC OR TO A CUSTOMER, DIRECTLY OR INDIRECTLY, THAT REIMBURSEMENT OF ANY PART OF THE MONEY COLLECTED UNDER THIS SECTION WILL BE ASSUMED OR ABSORBED BY THE RETAIL ESTABLISHMENT OR REFUNDED TO THE CUSTOMER.

C. A RETAIL ESTABLISHMENT SHALL INDICATE ON THE CONSUMER TRANSACTION RECEIPT THE NUMBER OF PAPER AND REUSABLE CARRYOUT BAGS PROVIDED BY THE STORE AND THE TOTAL AMOUNT OF MONEY CHARGED.

Section 8. **BE IT FURTHER ORDAINED AND ENACTED** by the Mayor and Council of the City of College Park that Chapter 129, “Licenses”, §129-15, “Violations and penalties” be and it is hereby enacted to read as follows:

§129-15 VIOLATIONS AND PENALTIES.

- A. THE PROVISION OF ONE OR MORE PLASTIC CARRYOUT BAGS PROHIBITED BY §129-13 AT A SINGLE POINT OF SALE IS A SINGLE VIOLATION. THE FAILURE TO CHARGE THE AMOUNT OF MONEY REQUIRED UNDER §129-14 FOR THE PROVISION OF ONE OR MORE PAPER OR REUSABLE CARRYOUT BAGS AT A SINGLE POINT OF SALE IS A SINGLE VIOLATION. EACH DAY THAT THE RETAIL ESTABLISHMENT COMMITS A VIOLATION CONSTITUTES A SEPARATE OFFENCE.
- B. A VIOLATION OF THIS ARTICLE SHALL CONSTITUTE A MUNICIPAL INFRACTION.
- C. WHENEVER IT IS DETERMINED THAT THERE ARE REASONABLE GROUNDS TO BELIEVE THAT THERE HAS BEEN A VIOLATION OF ANY PROVISION OF THIS ARTICLE OR OF ANY RULE OR REGULATION ADOPTED PURSUANT THERETO, WRITTEN NOTICE OF SUCH ALLEGED VIOLATION WILL BE GIVEN TO THE OWNER/OPERATOR OF THE RETAIL ESTABLISHMENT. NOTICE MAY BE GIVEN IN PERSON OR BY REGULAR MAIL. FOR ANY SUBSEQUENT VIOLATION, THE OWNER/OPERATOR OF THE RETAIL ESTABLISHMENT SHALL BE SUBJECT TO A FINE AS SET OUT IN CHAPTER 110, FEES AND PENALTIES.

Section 9. **BE IT FURTHER ORDAINED AND ENACTED** by the Mayor and Council of the City of College Park that Chapter 129, “Licenses”, §129-16, “Rules and regulations” be and it is hereby enacted to read as follows:

§129-16. RULES AND REGULATIONS.

RULES AND REGULATIONS DEEMED NECESSARY TO IMPLEMENT THIS ARTICLE MAY BE ADOPTED BY RESOLUTION AND ARE SUBJECT TO THE SAME PENALTIES AS SET OUT IN §129-15.

Section 10. **BE IT FURTHER ENACTED**, by the Mayor and Council of the City of College Park that Chapter 110, “Fees and Penalties”, §110-12“Penalties”, be and it is hereby repealed, re-enacted and amended to read as follows:

§110-2 Penalties.

Unless otherwise noted herein, the violation of a City ordinance or resolution is a municipal infraction. The following fines and/or imprisonment for violations of various ordinances or resolutions are applicable in the City of College Park:

Chapter/Section	Violation	Penalty
Ch. <u>129</u>, Licenses AND BUSINESS REGULATION		
§ <u>129-3</u>	{ Chapter } ARTICLE I:	
	First citation	\$100
	Second citation	\$200
	Each additional 5 days	\$200
§129-15	ARTICLE II	
	FIRST CITATION	\$500
	EACH ADDITIONAL DAY	\$500

Section 11. **BE IT FURTHER ORDAINED AND ENACTED** by the Mayor and Council of the City of College Park that upon formal introduction of this proposed Ordinance, which shall be by way of a motion duly seconded and without any further vote, the City Clerk shall distribute a copy to each Council member and shall maintain a reasonable number of copies in the office of the City Clerk and shall post at City Hall, to the official City website, to the City-maintained e-mail LISTSERV, and on the City cable channel, and if time permits, in any City newsletter, the proposed ordinance or a fair summary thereof together with a notice setting out the time and place for a public hearing thereon and for its consideration by the Council.

The public hearing, hereby set for _____ on the ____ day of _____ 2023, shall follow the publication by at least seven (7) days, may be held separately or in connection with a regular or special Council meeting and may be adjourned from time to time. All persons interested shall have an opportunity to be heard. After the hearing, the Council may adopt the proposed ordinance with or without amendments or reject it. That this Ordinance shall become effective twenty days after adoption provided that, as soon as practicable after adoption, the City Clerk shall post a fair summary of the Ordinance and notice of its adoption at City Hall, to the official City website, to the City-maintained e-mail LISTSERV, on the City cable channel, and in any City newsletter.

If any section, subsection, provision, sentence, clause, phrase or word of this Ordinance is for any reason held to be illegal or otherwise invalid by any court of competent jurisdiction, such invalidity shall be severable, and shall not affect or impair any remaining section, subsection, provision, sentence, clause, phrase or word included within this Ordinance, it being the intent of the City that the remainder of the Ordinance shall be and shall remain in full force and effect, valid and enforceable.

INTRODUCED by the Mayor and Council of the City of College Park at a regular meeting on the ____ day of _____ 2023.

ADOPTED by the Mayor and Council of the City of College Park at a regular meeting on
the ____ day of _____ 2023.

EFFECTIVE the ____ day of _____, 2023.

ATTEST:

CITY OF COLLEGE PARK

By: _____ By: _____
Janeen S. Miller, CMC, CERA, City Clerk Patrick L. Wojahn, Mayor

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Suellen M. Ferguson, City Attorney

23-G-30

Consideration of contract for College Park
Woods Clubhouse Architect



**CITY OF COLLEGE PARK, MARYLAND
ACTION ITEM COVER REPORT**

AGENDA ITEM: 23-G-30

Prepared By: Robert L. Marsili Jr.
DPW Director

Meeting Date: January 31, 2023

Presented By: Robert L. Marsili Jr.
DPW Director

Proposed Consent: No

Originating Department: Department of Public Works

Action Requested: Approve an Agreement with SP Arch Inc. of Windsor, MD in substantially the form attached for the College Park Woods Clubhouse.

Strategic Plan Objective: OBJECTIVE 6: Inspire and nurture a welcoming and inclusive community that encourages and embodies engagement, collaboration, and equity throughout our City.

Background:

The design-build contract to demolish and construct a new College Park Woods Community meeting space was awarded to the only responding bidder, Broughton Construction Company, in August 2019 at the lump sum amount of \$554,670 based on the original RFP Scope of Work, estimated quantities and cost of materials at the time of the bid. Two community meetings were held in November and December 2019 to review design concepts and gather community input. The outcome of those meetings expanded the scope of work and required design changes which included expansive storefront window aspects added to front and rear of the new building; gender-neutral restrooms, a pitched flat roof with dormer, a retractable wall separator and open ceilings, all of which increased the cost of materials and labor and required redesign.

Subsequently, in May 2020, the Mayor and Council approved a contract amendment in the lump sum amount of \$999,776. Due to various issues surrounding the COVID-19 pandemic, the contractor experienced delays with obtaining utility turn-off permits and DPIE demolition permits. The first phase of the project, razing of the building and demolition of the pools, was completed July 2020. Rough grading and site preparation to accommodate constructing a new building started January 2021 but again was delayed due to various issues including Soil Conservation Plan review, DPIE permitting and inspection along with the M-NCPPC Mandatory Referral process which have been resolved. Close-out and DPIE final inspection for grading was completed September 2021. Phase II of the project includes approval of all design plans at DPIE for the project and construction of the building.

Project Milestones:

Oct 2019 -Notice to Proceed

Nov 2019 -1st Community Input Meeting

Dec 2019 -2nd Community Input Meeting

Jan 2020 -Concept Design Drawings Submitted

Feb 2020- M-NCPPC Application for Mandatory Review

Mar 2020 –Contractor revises budget to \$999K

May 2020- Mayor & City Council approve budget increase

July 2020- Demolition of Building & Pools Complete

Aug-Dec 2020 – Soil Conservation application permit under review, Soil Boring/Compaction Testing.

Jan 2021 –M-NCPPC Hearing / Approval – Rough Grading started.

Jan-Mar- 2021- Value engineering to keep project within approved budget. Design Contractor provides inadequate plans reducing/removing various elements of the building design requested by the community.

May-June 2021-Contractor submits increase price proposal. City Staff meet with contractor to discuss changes and request window and storefront elements to be re-inserted in the plan and continue value engineering project.100% Permit drawings complete.

July 2021-Broughton Construction requests budget increase citing industry elevated cost of materials, supply chain and labor due to the COVID-19 pandemic. Contractor submits CO for \$1.4M. After numerous meetings with contractor, the City Project Management Team recommended releasing contractor due to the effects of the pandemic and supply chain issues, resulting in an inability to control the ultimate cost of the project, which was increasing rapidly.

Sept 2021-Mayor & City Council Closed Session agree to release contractor.

May 2022- City executes letter to Broughton Construction of Mutual Agreement & Release.

The Project was put on hold due to supply chain issues and material and labor increases.

Current Status

May 2022 -The Director of Public Works and the City Attorney reached out to the architect and engineering sub-contractor to discuss resuming the project. This was part of the attempt to minimize any redesign costs resulting from the termination of Broughton Construction. The Architect has expressed interest in finishing the Project. Extensive negotiations were required due to the necessity of bringing all of the required consultants within the Architect contract. Contractual negotiations have been completed and an agreement has been drafted. That draft agreement is attached.

December 2022 – DPW took over application for building construction permit process. Currently plans are still under E-Plan review and DPIE has been sending comments to be addressed. DPW requires architect/engineering consultant to assist with plan & permit compliance to move the project forward.

DPW is now estimating a 3–4-month process to obtain DPIE approvals and permits to proceed with Phase II. Final approved plans are required before the project can go forward. As a result, an RFP for construction is expected to go out for bid in June 2023. We anticipate substantial completion by late spring/summer 2024.

Architectural and other consultant costs, and construction costs, are expected to be higher due to inflation, and the fact that most material increases have not lowered since COVID. However, it is expected that the delay may have allowed a cool-down period for various materials such as lumber and steel commodities and might increase the number of bidders to construct the Project.

Most of the value engineering was completed during the initial design phase of the Project. Although some of the expansive and very costly store front glass features have been reduced in size, the final design does incorporate features the residents' requested. The Project Management team will be working with the architect to resolve any structural issues that so much glass can cause in design of the building.

Fiscal Impact:

\$600K still remains in the FY23 CIP budget for construction of the building. An additional \$400K will be requested for the FY 2024 budget year for the increases in costs for construction.

Council Options:

1. Approve an Agreement with the Architect in substantially the form attached.
2. Not approve the Agreement

Staff Recommendation:

Option 1

Recommended Motion:

I move to approve an Agreement with SP Arch Inc. in substantially the form attached for the College Park Woods Clubhouse for an estimated amount of \$60,000.00.

Attachments:

1. Agreement (to be provided)

CITY OF COLLEGE PARK

CONTRACT

THIS CONTRACT is made by and between the City of College Park (hereinafter referred to as the "City") and _____, a corporation located at _____ (hereinafter referred to as "Architect").

WHEREAS, the City, seeks the services of an architect to complete a project for which the Architect has already provided design plans for the construction of a community center in College Park Woods("Project"); and

WHEREAS, the Architect is willing to provide said services as an architect.

NOW THEREFORE, in consideration of the foregoing premises and of this Contract, the parties hereto agree as follows:

I. SCOPE OF WORK

The scope of services to be performed by the Architect as architect, who will act as an independent contractor, follows:

- A. SUMMARY** -The Architect will perform the following services. Phase I of the Project, which accomplished the demolition of the building, and the grading required for construction, has been completed and the permit closed out. Phase II of the Project, which entails permitting for and construction of the building and related items, constitutes the work of this Contract. The Architect shall coordinate all work through the City's Project Manager (hereinafter referred to as "Project Manager").

1. Permitting.

A building permit application has been filed with Prince George's County Department of Permitting, Inspections and Enforcement ("DPIE") using the plans prepared by the Architect. Architect will assist with obtaining permit approval from Prince George's County. If changes in structural plans are required to obtain DPIE approval for a building permit, the parties recognize that the City will make arrangements with the original structural engineer on the project to update plans, or obtain consent from the structural engineer to allow City consultants to make required changes. The parties recognize that a landscaping plan is not part of this Scope of Work.

2. Construction Administration.

Construction administration, including review of the construction for conformance with Plans and Specifications, review/approval of shop drawings, RFI's, changes in work, submittals, review and approval of monthly requisitions, preparation of field reports in accordance with owner and building department requirements, preparation with the City of punch lists and other close-out documents, and necessary project completion certifications, weekly on-site visits for duration of the construction period.

B. ARCHITECT'S RESPONSIBILITIES

1. The Architect shall provide the professional services as set forth in this Contract.

2. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances (the "Standard of Care"). The Architect represents that it possesses and will maintain all professional licenses and approvals required by applicable governmental authorities to practice in the jurisdictions in which the Project is located and in which the services are rendered. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

3. The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

4. The Architect shall not engage in any activity, or accept any employment, interest or contribution that would compromise the Architect's professional judgment with respect to this Project.

5. The Architect accepts the relationship of trust and confidence (but not as a fiduciary) established between it and the City by this Contract.

6. Throughout the course of the Project, the Architect shall coordinate its activities through the Project Manager and will attend all meetings necessary for the City to obtain all required governmental approvals, building permits and certificates of occupancy. The Architect shall assist the City in obtaining any permits related to the Project, but these permits will be paid for by the City or others. Although the Architect is responsible for its negligence and that of its Subconsultants, the City acknowledges that the Architect cannot and does not guarantee that all necessary approvals will be obtained. Throughout the Project, the Architect will assist in the submittal of drawings, specifications and other documents, as required, to governmental agencies having jurisdiction over the Project. The Architect will meet with governmental agencies as often as required to obtain necessary permits, licenses, approvals, and use and occupancy permits. Changes that are required to be made to the design documents as a result of their review by governmental authorities or utilities shall be incorporated by the Architect and the Architect's Subconsultants without an increase in the Architect's compensation unless such changes are required after a prior approval of such design by a governmental authority or utility.

7. Throughout the course of the Project, the Architect will review all information provided by the City and the City's consultants, and if the Architect discovers any errors or inadequacies, or if the Architect requires any additional information to perform its services, the Architect will notify the City promptly in writing. Architect acknowledges and confirms that all third-party reports, documents, surveys and any other information whatsoever supplied to Architect by Owner, at any time, are not and shall not be construed to be a representation or warranty made by Owner as to the condition of the property upon which the Project is to be developed (the "Property") or the feasibility of developing the Project, including without limitation all updates of reports, documents, surveys and other information that may be supplied to Architect by Owner. It is Architect's sole responsibility to undertake a thorough independent evaluation of all materials,

inspections, reports, documents, surveys, and other information relating to the Property and the Project. Architect by accepting such materials, inspections, reports, documents, surveys and other information acknowledges that Architect is solely responsible for completing its own due diligence to determine the feasibility of developing the Project on the Property and that Owner has not made any representations or warranties regarding the same.

8. The Architect is knowledgeable of the design standards, codes, rules and regulations applicable in Prince George's County, Maryland, and using the Standard of Care the Architect agrees to comply with such design standards, codes, rules and regulations and the following items (collectively, the "Standards"): applicable building codes, Americans with Disabilities Act ("ADA") rules and regulations, ADA accessibility guidelines, health, sanitary, and environmental codes; other information that the City provides to the Architect in a timely manner; applicable zoning regulations, surveys, special exceptions, proffers, zoning conditions and easements; and any insurance industry standards, surveys, lease and solicitation for offers provisions. In accordance with the Standard of Care, the Architect shall produce a design that conforms to the Standards. In addition, the Architect represents that if there is any conflict between the applicable Standards, the more stringent requirement will control, so long as it satisfies the requirements of applicable law.

9. Throughout the course of the Project, in compliance with the Standard of Care the Architect shall coordinate the drawings and specifications for program and code compliance and to minimize conflicts, errors, omissions and ambiguities.

10. Notwithstanding any provision of this Contract to the contrary, before and after the expiration or termination of this Contract, the Architect, without an increase in the Basic Compensation, will provide the design and construction administration services required to correct errors, omissions, inconsistencies, lack of coordination, or similar issues in the Project design or with the other services provided by the Architect and its Subconsultants. This obligation is without prejudice to the City's other rights and remedies under this Contract, at law, or in equity, including the City's ability to collect damages from the Architect due to the negligence of the Architect or a Subconsultant.

C. SCOPE OF ARCHITECT'S BASIC SERVICES

1. The Architect's Basic Services consist of those described in Sections B and C and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Scope of Work are Additional Services.

3. The Architect shall coordinate its services with those services provided by the City and the City's consultants. The Architect shall provide prompt written notice to the City if the Architect becomes aware of any error, omission or inconsistency in such services. As part of the Architect's Basic Services, the construction documents or designs that are provided by any of the City's consultants shall be included in the Construction Documents prepared by the Architect.

4. The Architect shall not be responsible for the City's directive, substitution or design changes made without the Architect's approval.

5. The Architect shall, at appropriate times, and in consultation with the Project Manager, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

6. The Architect shall assist in connection with the Project Manager's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

7. The Architect is not responsible for making modifications to the permit documents to reduce cost or perform any additional value engineering under this Contract.

D. BIDDING OR NEGOTIATION PHASE SERVICES

1. GENERAL

The Architect shall assist the Project Manager and City in establishing a list of prospective contractors. Following the City's approval of the Construction Documents, the Architect shall assist the Project Manager in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

2. COMPETITIVE BIDDING

- a. Bidding Documents shall consist of bidding requirements and proposed Contract Documents.
- b. The Architect shall assist the City in bidding the Project by
 - 1) procuring the reproduction of Bidding Documents for distribution to prospective bidders; as a reimbursable expense to the architect.
 - 2) preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
 - 3) assist in evaluating the bids, and subsequently documenting and distributing the bidding results, if directed by the Project Manager and City.
- d. The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

E. NEGOTIATED PROPOSALS

- 1. Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

2. The Architect shall assist the City in obtaining proposals by

- a. procuring the reproduction of Proposal Documents for distribution to prospective contractors as a reimbursable expense to the Architect, and requesting their return upon completion of the negotiation process;
- b. participating in selection interviews with prospective contractors; and
- c. participating in negotiations with prospective contractors if requested.

3. The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

F. CONSTRUCTION PHASE SERVICES

1. GENERAL

a. The Architect, in coordination with the Project Manager, shall provide administration of the Contract between the City and the Contractor as set out herein. Conditions that materially affect the Architect's Construction Phase services, when adopted as part of the Contract Documents, shall be subject to the approval by the Architect (which approval shall not be unreasonably withheld) at additional expense to the City where applicable.

b. The Architect shall advise and consult with the City and Project Manager during the Construction Phase Services. The Architect agrees that in the performance of its services hereunder it will be acting as an independent contractor and not as the City's agent. The Architect shall have authority to act on behalf of the City only to the extent provided in this Contract. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

c. The Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

d. Duties, responsibilities and limitations of authority of the Architect under this Section I(J) shall not be restricted, modified or extended without written agreement of the City and Architect.

e. The Contractor shall be responsible for providing and modifying a construction schedule to be reviewed by Architect, who will consult with the City, the City's Project Manager, the City's Consultants, the Contractor, manufacturers, and vendors to assist in establishing construction and installation schedules.

f. The Architect will furnish reproducible Construction Documents in electronic form to the Contractor at such times as requested by the City. These Construction Documents will be made from the Architect's drawings.

g. The Architect will provide reasonable assistance in the utilization of any equipment or system, such as initial start-up or testing, adjusting and balancing, review of operation and maintenance manuals, training personnel for operation and maintenance and consultation during operation.

h. The Architect will provide services in connection with evaluating two substitutions proposed by the Contractor. The contractor shall provide subsequent revisions to drawings, specifications and other documentation resulting therefrom after approval by the City in the form of Redlines to the Architect's drawings/documents, as long as those substitutions do not result in a fundamental change in Project scope.

i. The Architect will provide Construction Phase services as necessary so that the Contractor can complete its duties under the Construction Contract within sixty (60) days after Substantial Completion of the Project. This will consist generally of assisting the Project Manager to verify that punch list and other outstanding items have been completed as designed.

K. EVALUATIONS OF THE WORK

1. The Architect shall visit the site on an as needed basis as required by the City, to respond to comments, questions, requests for information or to review pay requests and the quality of the portion of the Work completed, to endeavor to guard the City against defects and deficiencies in the Work, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. On the basis of the site visits, the Architect, through field observation reports, shall keep the City and Contractor reasonably informed about the progress and quality of the portion of the Work completed, and report to the City (a) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (b) defects and deficiencies observed in the Work. The Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents. The Architect will provide field observation reports (using the Architect's form), to the City and Contractor. The reports will note deviations from the Contract Documents and general progress of the Work, which deviations the Architect knows of, observes, or has reason to believe exists. The Architect will also attend all meetings, at least once every other week and as otherwise reasonably requested by the City, throughout construction of the Project. The Architect's Subconsultants shall also attend meetings as necessary and as reasonably requested by the City. The City's Project Manager will prepare minutes of construction meetings. However, the Architect will review the Project Manager meeting minutes and advise the City in writing whether the meeting minutes are accurate and will make any revisions required to correct meeting minutes.

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2. The Architect shall advise the City and Contractor of any Work that the Architect knows, observes, or has reason to believe does not conform to the Contract Documents. The Architect

shall not order any corrective Work to the Project without the City's prior written approval. Whenever the Architect considers it necessary or advisable, the Architect will recommend to the City additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

3. Through on-site inspections following receipt of the Contractor's punch list, the Architect will supplement, in writing, punch lists initially prepared by the Contractor. The Architect also will perform follow up inspections on punch list items on a room by room basis or as otherwise needed to meet the construction schedule, once the Contractor has notified it that punch list items have been completed. Additional visits made necessary by the Contractor's failure to complete its Work will be performed as an Additional Service if requested by the City. The Architect will also analyze and opine on the Contractor's valuation of the punch list to allow for the release of retainage while protecting the City's interests.

4. The Architect shall interpret and make recommendations on matters concerning performance under, and requirements of, the Contract Documents on written request of either the City or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

5. Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents and if approved by the City.

6. If requested to do so by the City, and in conjunction with the Project Manager, the Architect may render written recommendations within a reasonable time on claims, disputes or other matters relating to the execution or progress of the Work in question between the City and Contractor as provided in the Contract Documents.

L. CERTIFICATES FOR PAYMENT TO CONTRACTOR

1. Based upon the Architect's observations at the site and evaluations of the Contractor's Application for Payment, the Architect shall review and upon approval of the amounts by the City shall certify the amounts due the Contractor on AIA forms G702/703 or such form used by the City and shall issue certificates in such amounts after consultation with the Project Manager. The Architect shall review copies of requisitions received from Subcontractors and material suppliers and other data requested by the City to substantiate the Contractor's right to payment. The Architect's certification for payment shall constitute a representation to the City, based on the Architect's evaluation of the Work as provided in Section I(K) and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial

Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, (4) to specific qualifications expressed by the Architect and (5) receipt of lien releases from the Contractor.

2. The Architect shall maintain a record of the Applications and Certificates for Payment.

M. SUBMITTALS

1. The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

2. In accordance with the City and Architect-approved submittal schedule or, where not addressed in such schedule within fourteen (14) days after receipt, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, as well as all warranties, operation and maintenance manuals, and start-up, testing and commissioning procedures, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

3. If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents; provided, however, that the Architect shall review such services, certificates or approvals and the Architect shall notify the City in writing if the Architect becomes aware that such services, certifications or approvals are inadequate, inaccurate or incomplete.

4. The Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect

shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

5. The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

N. CHANGES IN THE WORK

1. The Architect, in consultation with the Project Manager, may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time, or a change in the functionality or aesthetics of the Project. Subject to the provisions of Section I(P) the Architect shall prepare Change Orders and Construction Change Directives for the City's approval and execution in accordance with the Contract Documents. The Architect shall prepare and/or review Change Orders and Construction Change Directives as part of the Basic Services to the extent required by Section I(M)(3) for the City's approval and execution in accordance with the Contract Documents.

2. The Architect shall maintain records relative to changes in the Work.

3. The Architect will prepare minor revisions to drawings, specifications and other documentation, and will prepare supporting data, evaluate the Contractor's proposals, advise the City as to cost and time impacts, if any, and provide other services in connection with Change Orders resulting from minor changes in the Project.

O. PROJECT COMPLETION

1. The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the City, for the City's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents. The Architect shall not issue either certificate until the Architect has accompanied the City on an inspection of the Project and has determined that the Work appears to be constructed in compliance with the Contract Documents.

2. The procedure for the Architect recommending the date or dates of Substantial Completion shall be as follows: Promptly after the Contractor has submitted to the City a punch list of incomplete items and has informed the City and Architect that, in the Contractor's opinion, the Work or designated portion thereof is Substantially Complete as set forth in the Contract Documents. The Architect shall conduct an on-site observation with the City to assist the City in determining the date of Substantial Completion and in supplementing the Contractor's punch list of items remaining to be completed. The Architect shall execute and issue to the City a Certificate of Substantial Completion when the Architect has determined, after review and consultation with the City, that the Contractor has achieved Substantial Completion of the Work or designated portion thereof in accordance with the Contract Documents. For purposes of issuing the Certificate of Substantial Completion, the Architect shall consider the Contractor's compliance with the

requirements for Substantial Completion set forth in the Contract for Construction and other Contract Documents, and if the Architect determines that any such requirement has not been met, the Architect immediately shall inform the City in writing of such unmet requirement(s). The City at its sole election, which shall be binding on the Architect, may then decide whether to have the Architect execute and issue the Certificate of Substantial Completion without regard to any or all of the unmet requirements, provided that the Work or designated portion thereof is sufficiently complete so the City can occupy or utilize the Work or designated portion for its intended use. In such a case, the Architect shall execute and issue the Certificate of Substantial Completion without regard to those unmet requirements per the City's direction, with the unmet requirements being set forth in the Certificate of Substantial Completion as items to be completed or corrected along with the other punch list items described in the Certificate.

3. In connection with issuing a final certificate for payment and date of final completion, the Architect shall conduct an on-site observation to determine, in conjunction with the City, whether items on the punch list attached to the Certificate of Substantial Completion and any other unmet requirements set forth in the Certificate have been completed by the Contractor.

4. Within thirty (30) days after final completion, the Architect will provide the City with three (3) copies of a record set of Record Construction Drawings and Specifications (as built) consisting of computer-aided design and drafting ("CADD") on compact discs (or other electronic media acceptable to the City), on a CADD system compatible with the Auto CADD system used by the City, which incorporate changes in the Work made during construction based upon marked up Contractor's construction prints, drawings and other data furnished by the Contractor. All field orders, Construction Change Directives, clarifications, requests for information, modifications, sketches and any other drawing changes will be incorporated into a CADD computer thumb drive by the Architect. The Architect is not responsible for the completeness or accuracy of the information placed on the marked-up prints by the Contractor unless the Architect knows, or acting in accordance with the Standard of Care should know, that such information is inaccurate or incomplete.

5. The Architect's inspections shall be conducted with the City to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

6. When the Work is found to be substantially complete, the Architect shall inform the City about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

7. The Architect shall forward to the City the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the City against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

8. The Architect and Project Manager shall perform a final walk through of the Project with the City at a mutually-convenient time during the tenth to twelfth month following Substantial

Completion of the Project to create a list of deficiencies to be corrected by the Contractor during the correction period under the Contract for Construction.

P. ADDITIONAL SERVICES

Additional services must be approved by the City in writing and will be billed at the hourly rates bid by the Architect.

II. CONTRACT TERM/DATES OF WORK

The Architect shall begin work within ten days of notice to proceed. Work shall be completed in compliance with a schedule of work to be developed upon contract award and execution with the parties and the development team. Time is of the essence to the completion of work under this Contract.

III. CONTRACT PRICE

The price to be paid by the City to the Architect for Basic Services under the Contract is not to exceed ****. THIS ITEM IS STILL UNDER DISCUSSION AS THE ENGINEER HAS CHANGED.

Invoices for payment of services may be submitted on a monthly basis and must be accompanied by any other documentation required by the City. Invoices will be paid after approval by the City Finance Officer.

Additional services related to this Contract shall be provided by the Architect on an as-needed basis as directed by the City in writing. Such services shall be billed to the City at the Architect's hourly rates, as follows:

Except as noted herein, in no event shall the amount billed by the Architect exceed that amount attributed to the work completed as of the date of the bill.

a. Invoicing for services shall be made monthly in proportion to services performed. Payments of undisputed amounts without any withholdings, are due and payable thirty (30) days from the City's receipt of the Architect's invoice, accompanied by waivers of liens and claims from the Architect and all Subconsultants in form acceptable to the City and such other supporting documentation reasonably required by the City,

b. Thirty (30) days after Final Completion of the Work for the final construction stage and acceptance thereof by the City, or as soon as possible thereafter, the Architect will submit a final request for payment of all amounts due and believed to be remaining unpaid to the Architect ("Final Request") and, if and to the extent properly due, the City will pay to the Architect the amount due ("Final Payment") under such Final Request. Final Request for payment will not be made until the Architect delivers to the City the Record Construction Drawings and Specifications and a complete release of all liens and claims arising out of this Contract (including releases from

the Architect's Subconsultants) in a form provided by the City. Acceptance of Final Payment by the Architect will constitute a release of all claims by the Architect and its Subconsultants against the City.

c. The Architect will maintain, for at least five (5) years following Substantial Completion of the Project and at a location in the Maryland/Washington, DC metropolitan area, records of all correspondence, memoranda and other documents relating to this Project, including records of all time and costs charged to the Project for Basic and Additional Services, and records of Reimbursable Expenses in accordance with generally accepted accounting principles consistently applied and vendor correspondence, for the City or the City's authorized representative to examine, review or audit, as well as copy upon the City's request and at the City's expense during regular business hours.

IV. STATUS OF INDEPENDENT CONTRACTOR

The Architect shall perform the services described herein as an independent contractor and not as an employee of the City. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against either the City or Architect.

V. INSURANCE AND INDEMNIFICATION

Architect will purchase and maintain during the entire term of this Contract, comprehensive general liability insurance, and workers' compensation insurance with limits of not less than those set forth below. On each policy, Architect will name the City of College Park as an additional insured and shall provide an additional insured endorsement ISO CG 20 10 and CG 20 37 or their equivalents for all policies or their equivalents with the exception of the Workers Compensation and Professional Errors and Omissions Insurance.

A. Commercial General Liability ("CGL"): Coverage for general liability claims arising from operations of the Architect, Subconsultants and suppliers, with terms and conditions of the CGL coverage to be provided through the use of ISO Coverage Form CG-00-01-1001 or its equivalent, and shall include at minimum the following:

1. \$2,000,000 Per Occurrence Limit;
2. \$4,000,000 General Aggregate Limit;
3. \$4,000,000 Products/Completed Operations Limit;
4. As Additional Insureds, the City shall have coverage for liability arising out of the Architects' ongoing and completed operations performed for the City;
5. Waiver of Subrogation in favor of the City;
6. Policy to be primary and noncontributory as respects the coverage afforded the City;
7. No exclusion for explosion, collapse and underground hazards;
8. No exclusion for third party action over claims;
9. No exclusion for punitive damages;
10. Blanket Written Contractual Liability covering all Indemnity;
11. CGL coverage written on an occurrence form;

B. Automobile Liability: Coverage for third party legal liability claims arising from bodily injury and/or damage to the property of others from the ownership, maintenance or use of any motor vehicle, both on-site and off-site. Coverage shall include all owned, hired and non-owned vehicles for claims arising out of their use or operation. The minimum limits of such coverage shall be:

1. \$1,000,000 Combined Single Limit;
2. Coverage shall provide a Waiver of Subrogation in favor of the City.

C. Workers' Compensation: Coverage for claims arising from Workers' Compensation statutes or other Employers Liability or third party legal liability claims arising from bodily injury, disease, or death of Architect's employees. Architect shall provide Workers' Compensation coverage for all employees and require their subcontractors to provide Workers' Compensation in accordance with statutory requirements of the jurisdiction in which the work is being performed.

1. Part A: Statutory
2. Part B: Employers Liability
 - \$1,000,000 Each Accident
 - \$1,000,000 Disease, Each Employee
 - \$1,000,000 Disease, Policy Limit

D. Professional Errors and Omissions Insurance. The Architect shall maintain a policy with limits of not less than \$2,000,000 each occurrence/aggregate, to include cyber liability/data breach coverage.

These provisions apply to all delivery methods (e.g. General Contracting, Construction Management at Risk and Design-Build) except as noted herein.

A policy which allows the costs associated with investigating, management or defense of any claim, or any other cost incurred by the insured or the insurance carrier, to be deducted from the policy limits is not acceptable.

The Architect shall be responsible for the maintenance of this insurance, whether the work is performed directly by the Architect; by any Subconsultant; by any person employed by the Architect or any subcontractor; or by anyone for whose acts the Architect may be liable.

The Architect will covenant to maintain insurance, in these amounts, which will insure all activities undertaken by Architect on behalf of the City under this Contract. Copies of the certificates of insurance and additional insured endorsements for all required coverage shall be furnished to the City within ten (10) days following the execution of this contract and prior to commencement of any work. Required insurance policies shall be endorsed to provide sixty (60) days (ten (10) days if cancelled due to non-payment) prior written notice by certified mail of any material reduction, cancellation or non-renewal to the City. The required coverage shall be maintained until final completion of the project as evidenced by final payment to the Architect.

The required insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-VII" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Coverage will be primary and noncontributory with any other insurance and self-insurance.

The Architect shall indemnify and save harmless the City and the Indemnified Parties, as defined below, from all suits, actions, and damages or costs of every kind and description arising directly or indirectly out of the performance of the Contract, including attorneys' fees, whether caused by actions or omissions on the part of the Architect, its agents, servants and employees, or to other causes.

A rider or riders to the Public Liability and/or Property Damage Insurance policy or policies is required to cover any special hazards which may develop in the course of the work with such companies and in such amounts as may be approved by the City.

Provision of any insurance required herein does not relieve Architect of any of the responsibilities or obligations assumed by the Architect in the contract awarded, or for which the Architect may be liable by law or otherwise. Provision of such insurance is not intended in any way to waive the City's immunities or any damage limits applicable to municipal government as provided by law.

The Architect shall also furnish to the City a Certificate of Insurance and additional insured endorsement in like amounts for any approved Subconsultant prior to commencement of work.

The City's review, approval or both of any documents provided or service performed by the Architect, its Subconsultants or anyone for whom they may be responsible will not relieve the Architect of its responsibilities under the Contract or under applicable law, and the Architect specifically waives any right to assert a claim against the City because of the City's review, approval or both of any documents provided or services performed by the Architect, its Subconsultants or anyone for whom they may be responsible.

VI. INDEMNIFICATION.

The Architect will be responsible for, and will indemnify and hold the City and its respective officials, officers, employees, contractors and agents (the "Indemnified Parties") harmless against, any and all injuries, losses, damage, liabilities, claims and expenses, including attorneys' fees and experts' fees (together, "Claims" and each, a "Claim"), to the extent caused by any breach of this Contract, negligent acts, errors, omissions, recklessness, wrongful intentional acts, or the infringement of patent rights, copyrights, or other intellectual property rights committed in the performance of this Contract by the Architect, by the Architect's Subconsultants or by employees or agents of either of them, whether or not the claim was caused in part by an Indemnified Party or Parties. Nothing herein shall be construed to require the Architect to indemnify an Indemnified Party or Parties for an Indemnified Claim caused by or resulting solely from that Indemnified Party's sole negligence. This provision shall survive the completion of the services, final payment, or earlier termination of this Contract.

VII. CONTRACT DOCUMENTS.

This Contract and the following enumerated documents, which are incorporated by reference as if fully set forth herein, form the contract and are termed the Contract Documents:

Architect's fees and response documents

Required affidavits and certifications

Schedule of work developed by the parties and development team

VIII. LICENSES, APPLICABLE LAWS

The Architect will be responsible for obtaining any and all licenses pertaining to performance of its work under the contract. All services and materials provided by the Architect shall conform to all applicable laws and regulations.

IX. TERMINATION AND SUSPENSION.

a. For Default. Failure of the Architect to deliver work, supplies, materials, or services in a timely manner, to correct defective work or materials, to act in good faith, or to carry out the work in accordance with contract documents shall constitute a breach of contract. In such event, the City may give notice to the Architect to cease work until the cause for such order has been eliminated. Should the Architect fail to correct such default within fifteen (15) days after receipt of written notification, the City may terminate any such contract. This provision shall not limit the City in exercising any other rights or remedies it may have. Except for the obligation to make payments hereunder, neither party shall be in default for its failure to perform or delay in performance caused by force majeure events as defined herein beyond its reasonable control and the affected party shall be excused from performance during the occurrence of such events. In the event the City terminates this Contract for cause and it is later determined that the termination was improper, such termination will be treated for all purposes as a termination for convenience pursuant to Section IX(b).

b. For Convenience. The performance of work or delivery of services may be terminated in whole or in part at any time upon seven (7) days written notice when the City determines that such termination is in its best interest. The City will be liable only for labor, materials, goods and services furnished prior to the effective date of such termination and after notice to proceed, together with Reimbursable Expenses then due. In the event of termination not the fault of the Architect, the Architect shall be compensated for services properly performed prior to termination, together with Reimbursable Expenses then due; provided, however, that the amount of Basic Compensation due to the Architect will not exceed the appropriate amount due through the phase of services in which the termination takes place. The Architect will also receive payment for Additional Services properly due. Such payments will be the Architect's sole remedy in the event of termination without cause.

c. The City's rights to use the Architect's Work Product in the event of a termination of this Contract are set forth in Section XXV.

d. If the City fails to make payments to the Architect in accordance with this Contract, such failure shall be considered cause for suspension of performance of services under this Contract. If the Architect elects to suspend services, the Architect shall give 30 days' written notice to the City before suspending services. In the event of a proper suspension of services, the Architect shall have no liability to the City for delay or damage caused the City because of such suspension of services. Before resuming services, the Architect shall be paid all undisputed sums properly due prior to suspension and any expenses reasonably incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules may be equitably adjusted if the time frame agreed by the parties is exceeded. The Architect shall also have the right to terminate this Contract if the City fails to pay the Architect amounts properly due to the Architect within sixty (60) days after the City receives written notice from the Architect that payment is overdue.

e. The City has the right to suspend the Project or the performance of the Architect's services for any reason. If the City suspends the Project for more than ninety (90) consecutive days due to matters unrelated to a claimed default or delays caused by Architect, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses reasonably incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules may be equitably adjusted if the time frame agreed by the parties is exceeded.

f. If the City has reasonable grounds for believing that the Architect will be unable to perform this Contract fully and satisfactorily within the mutually agreed-upon time or for the mutually agreed-upon price, or if the City deems it necessary to protect itself from and against any loss or damage that may result from the actions or inactions of the Architect or its Subconsultants or anyone for whom they are responsible, the City may require further assurances from the Architect and/or the Architect's Subconsultants that each of them can adequately perform their responsibilities under the Contract or Subconsultant contract. If the City reasonably determines that it has not received satisfactory further assurances or if the Architect or Subconsultant does not expeditiously satisfy the assurances it makes, then the City may (i) withhold such monies as it deems necessary to protect itself, or (ii) take such other action, including termination, as the City may determine, in its sole and absolute discretion, is appropriate under the circumstances.

X. NOTICES.

All notices shall be sufficient if delivered in person or sent by certified mail or recognized overnight delivery service to the parties at the following addresses:

If to the City:

Kenneth A. Young
City of College Park
7401 Baltimore Avenue
Suite 201
College Park, MD 20740

With a copy to: Suellen M. Ferguson, Esq.
Council, Baradel, Kosmerl & Nolan
125 West Street
Annapolis, MD 21401

If to the Architect: Kathleen P. S. Sherrill, RA
SP Arch Inc.
3613 Milford Mill Rd.
Windsor Mill, MD 21244

XI. ERRORS IN SPECIFICATIONS.

The Architect shall take no advantage of any error or omission in the specifications. The Project Manager shall make such corrections and interpretations as may be deemed necessary and that decision shall be final.

XII. GOVERNING LAW.

This contract is executed in the State of Maryland and shall be governed by Maryland law, excluding its conflict of law rules, as if this Contract were made and to be performed entirely within the State of Maryland. The Architect, by executing this contract, consents to the jurisdiction of the Maryland state courts with respect to any dispute arising out of this contract. A party's remedies hereunder are not exclusive and are in addition to any other remedies at law or equity. A party shall not be deemed to waive any remedy available to it or any right under this Contract, at law or in equity, by virtue of any act or forbearance in enforcing such rights or remedies.

XIII. INTERPRETATION.

Any questions concerning conditions and specifications shall be directed in writing to the Project Manager. No interpretation shall be considered binding unless provided in writing by the Project Manager or designated representative. By execution of this contract, the Architect certifies that it understands the terms and specifications.

XIV. ATTORNEYS' FEES AND COSTS.

The prevailing party shall be entitled to reasonable attorney's fees and costs incurred in any actions or claims brought to enforce this contract, or for damages thereunder.

XV. SUCCESSORS AND ASSIGNS.

This contract shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. In any event, neither party may assign any right or obligation under this contract without the other party's express written consent which may be withheld in the party's sole discretion.

XVI. SEVERABILITY.

If any term or provision of this Contract shall be held invalid or unenforceable to any extent, the remainder of this Contract shall not be affected thereby, and each term and provision of this Contract shall be enforced to the fullest extent permitted by law.

XVII. OTHER PAYMENTS; EXPENSES; TAXES.

The City will not be responsible for any cost or expenses of operation of any kind associated with Architect's provision of services pursuant to this Contract, except as set out herein. Architect shall be entitled to no fees, bonuses, contingent payments, or any other amount in connection with the services to be rendered hereunder except as set out herein. The parties hereto further agree that the City shall have no obligation to reimburse, pay directly or otherwise satisfy any expenses of the Architect in connection with the performance of his obligations under this Contract.

It is expressly understood and acknowledged by the parties hereto that the fees payable hereunder shall be paid in the gross amount, without reduction for any Federal or State withholding or other payroll taxes, or any other governmental taxes or charges. The parties hereto further recognize that Architect, as an independent Architect of the City, is responsible for directly assuming and remitting any applicable Federal or State withholding taxes, estimated tax payments, Social Security payments, unemployment compensation payments, and any other fees, taxes, and expenses whatsoever. In the event that Architect is deemed not to be an independent Architect by any local, state or federal governmental agency, Architect agrees to indemnify and hold harmless the City for any and all fees, costs and expenses, including, but not limited to, attorneys' fees incurred thereby.

XVIII. ENTIRE CONTRACT.

This Contract, including all Contract Documents, constitutes the entire understanding between the parties. No modification or addition to this Contract shall have any effect unless made in writing and signed by both parties hereto. If any provision of this Contract is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Contract; however, the parties shall amend this Contract to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision.

XIX. NON-DISCRIMINATION.

A. The City of College Park is an Equal Opportunity Employer. Discrimination based on race, religion, sex, age, ethnicity, ancestry or national origin, physical or mental disability, color, marital status, sexual orientation, gender identity, genetic information, political affiliation or any other factors not related to the ability to perform the work is expressly prohibited.

B. The Architect certifies that it does not discriminate on the basis of race, religion, sex, age, ethnicity, ancestry or national origin, physical or mental disability, color, marital status, pregnancy, sexual orientation, gender identity, genetic information, political affiliation or any other factors not related to the ability to perform the work.

C. Discrimination based on race, religion, sex, age, ethnicity, ancestry or national origin, physical or mental disability, color, marital status, sexual orientation, gender identity, genetic information, political affiliation or any other factors shall constitute a material breach of this Contract.

XX. EQUAL BENEFITS.

A. Architect must comply with the applicable provisions of § 69-6 of the City Code. The Architect shall provide the City Manager, or his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with these provisions.

B. Upon request, the Architect shall provide evidence of compliance with the provisions of § 69-6 of the City Code upon each new bid, contract renewal, or when the City Manager has received a complaint or has reason to believe the Architect may not be in compliance with the provisions of this section.

C. The failure of the Architect to comply with § 69-6 of the City Code will be deemed to be a material breach of the contract.

XXI. SUBCONTRACTING.

The Architect may not subcontract any work required under this Contract without the consent of the City. If the Architect wishes to subcontract any of the said work, it must provide Subconsultant names, addresses, and telephone numbers and a description of the work to be subcontracted. The Architect is not relieved of primary responsibility for full and complete performance of any work delegated to the Subconsultant. There shall be no contractual relationship between the City and the Subconsultant.

XXII. CONFIDENTIALITY.

The City may disclose Architect's information to the extent required by the Maryland Public Information Act or other applicable law. Architect shall mark any information that it wishes to remain "confidential" or "proprietary" before providing the information to the City. In the event that, pursuant to the Maryland Public Information Act or other process, the City receives a request for information that has been so marked by Architect, and the City agrees that the information may be exempt from disclosure under Maryland law, then the City will not disclose the information and will notify the Architect of the request. This Contract is not a confidential document.

The Architect shall keep confidential all information provided by the City, or to which the Architect has access as part of the provision of services under this Contract.

The Architect agrees that all knowledge and information that the Architect may acquire from the City or its officers, staff, agents, or other contractors, or by virtue of the performance of services hereunder, will for all time and for all purposes be regarded by the Architect as strictly confidential and held by the Architect in confidence. The parties agree that information shall not be deemed confidential to the extent that any of the confidential information furnished is or becomes part of the public domain without violation of this Contract; is lawfully obtained by the Architect from a third party; is furnished to others by the City without similar restrictions to those set forth in this

section as to the use or disclosure thereof; is developed by the Architect completely and independently of any such disclosure by the City; is ascertainable from a commercially available product; or is disclosed pursuant to the order or requirement of a government body, court, or administrative agency. If the Architect is requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any confidential information, the Architect will promptly notify the City of such request or requirement so that the City may seek an appropriate protective order or waiver in compliance with provisions of this Contract. If, in the absence of a protective order or the receipt of a waiver from the City, the Architect is compelled to disclose confidential information or else stand liable for contempt or suffer other censure or penalty, the Architect may disclose only such of the confidential information to the party compelling disclosure as is required by law.

Only with the City's prior written consent, which shall not be unreasonably withheld, the Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations with the City's prior written approval, which shall not be unreasonably withheld. However, the Architect's materials shall not include the City's confidential or proprietary information.

XXIII. CITY'S RESPONSIBILITIES

A. Unless otherwise provided for under this Contract, the City, through its Project Manager, shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the City's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

B. The remaining funds available for construction of the Project to date are \$400,000 +/- . Additional funding will be available through budgeting for the FY 2024 fiscal year. The City shall establish and periodically update the City's budget for the Project, including (1) the budget for the Cost of the Work as defined in XXIV; (2) the City's other costs; and, (3) reasonable contingencies related to all of these costs. If the City significantly increases or decreases the City's budget for the Cost of the Work, the City shall notify the Architect. The City and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality and negotiate changes in the Architect's fee to provide changes to the Contract Documents to reflect any requested changes in the design.

C. The City designates the Project Manager to act on the City's behalf with respect to the Project. The City or the City's Project Manager shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services. The City's Project Manager may act on behalf of the City, and the Architect will comply with the City's Project Manager directions. The City Manager may change City's Project Manager at any time in its sole discretion. The City also designates the Project Manager as the only person who is authorized to act on the City's behalf. The City Manager may, however, change the City's designee or designate additional persons authorized to act on behalf of the City by providing the Architect with written notice of such change or addition. The Architect may rely upon any communications or directions that it receives from City's Project Manager, or any other person designated in writing by the City to act on the

City's behalf, but only the Project Manager or such other designated person have authority to order services or make decisions that increase cost or time.

D. The City may furnish the services of consultants or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

E. The City shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials. However, to the extent that any tests, inspections, reports, or other services become necessary as a result of the negligence of the Architect or a Subconsultant, the Architect shall procure and pay for such tests, inspections, reports, or other services.

F. The City shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the City's needs and interests. However, to the extent that any such services become necessary due to the negligence of the Architect or a Subconsultant, the Architect shall promptly reimburse the City for the cost of such services.

G. The City may communicate with, but shall not direct, the Architect's Subconsultants. The City shall copy the Architect on written communication with the Architect's Subconsultants. The Architect will require its Subconsultants to advise the Architect of all material communications by the City with the Architect's Subconsultants in a timely manner.

H. Before executing the Contract for Construction, the City shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Contract. The City shall provide the Architect a copy of the executed agreement between the City and Contractor, including the General Conditions of the Contract for Construction.

I. The City shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

XXIV. COST OF THE WORK

A. For purposes of this Contract, the Cost of the Work shall be the total cost to the City to construct all elements of the Project designed or specified by the Architect and shall include Contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the City.

B. The remaining funds available for construction of the Project to date are \$400,000 +/- . Additional funding will be available through budgeting for the FY 2024 fiscal year. The City's budget may be adjusted throughout the Project as required. It is recognized, however, that neither the Architect nor the City has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or

negotiated prices will not vary from the City's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

C. If the City's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the City shall:

1. give written approval of an increase in the budget for the Cost of the Work;
2. authorize rebidding or renegotiating of the Project within a reasonable time;
or
3. terminate in accordance with Section IX;

XXV. COPYRIGHTS/ LICENSES/WORK PRODUCT.

A. REVIT GRAPHIC FILES.

1. The electronic files submitted by the Architect to the City are submitted to the City to submit to the Contractor or to another design professional and the City has no responsibility for such electronic files.

2. Under no circumstances shall transfer of the drawings and other Work Product, as defined herein, on electronic media for use by the City or others be deemed a sale by the Architect.

3. The Architect shall keep on file with a printer approved by the City electronic files for use by the City, Contractor and Subcontractors.

B. WORK PRODUCT

1. All writings or works of authorship, including drawings, specifications, designs, reports, notes, documents and relevant information provided by the Architect or its Subconsultants, which result from or relate to the services performed under this Contract, including Project-specific material contained on computer programs (collectively, "Work Product"), shall belong solely and exclusively to the City, which will possess all ownership rights in and to such Work Product and all related Intellectual Property Rights (hereafter defined), whether the Project is completed or not. As used herein, "Intellectual Property Rights" shall mean, on a worldwide basis, all copyrights, patents, trademarks, trade dress, service marks, trade secrets and other proprietary and intellectual property rights of whatever nature. All Work Product shall by mutual agreement be deemed to be "works made for hire" under the U.S. copyright laws and all Intellectual Property Rights in and to each Work Product shall vest in the City on the date such Work Product is created.

2. Copyright. If, for any reason, any copyrightable Work Product is deemed not to be a "work made for hire" by a court of competent jurisdiction, then the Architect does hereby irrevocably transfer, grant and assign to the City, all worldwide right, title and interest, including all copyrights, copyright registrations, and copyright registration and renewal rights, in and to the Work Product.

3. "Pre-Existing Work" (that is, products, items or materials developed independently of this Contract by the Architect, its Subconsultants, and/or third parties and provided to the City in connection with performance by the Architect under this Contract) shall be considered Work Product subject to shared ownership by the City under this Section XXV.

4. The Architect agrees to execute any such further documents as may be necessary or appropriate to protect or enforce the rights set forth in this Section XXV. The Architect agrees to include and enforce appropriate provisions in all agreements with employees and Subconsultants to establish the exclusivity of the City's ownership of Work Product as described in this XXV.

5. The Architect represents, to the best of its knowledge, information and belief, that the Work Product will not infringe the copyright, other Intellectual Property Rights, or any other rights of any third party.

6. Within three (3) business days after the termination or expiration of this Contract, or promptly after the City's request, and provided that the City has paid all undisputed amounts then due to the Architect, the Architect shall deliver all of the Work Product, including any and all drafts and other embodiments thereof, to the City in printed and readily modifiable electronic form (i.e., not in PDF, but in "native" format).

7. Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the City's or Architect's reserved rights.

XXVI. CLAIMS AND DISPUTES.

A. GENERAL. The City and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Contract in accordance with the requirements of the method of binding dispute resolution selected in this Contract within the period specified by applicable law.

B. DISPUTE RESOLUTION

1. Any dispute, controversy or claim arising out of or relating to this Contract or the breach or invalidity thereof that cannot be amicably settled between the parties will be settled by litigation. The parties agree that either party shall file suit or action in connection with this agreement in the Circuit Court of Prince George's County or the United States District Court for Maryland.

2. The Architect will continue to perform its obligations under this Contract so as not to delay the Project pending resolution of any dispute, and the City will continue to make payment of all amounts due which are not in dispute.

XXVII. HAZARDOUS MATERIALS.

Unless otherwise required in this Contract, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. However, if the Architect becomes

aware of the presence of any hazardous materials or toxic substances at the Project site, the Architect shall expeditiously so notify the City in writing.

XXVIII. SUBCONSULTANTS.

A. The Architect will retain such subconsultants ("Subconsultants") to perform structural, mechanical, and electrical engineering and other services as may be necessary to accomplish its Basic Services or any Additional Services. The Architect's services under this Contract include those performed by the Subconsultants and the Architect's obligations under this Contract include those to be performed by its Subconsultants. The Architect will be reimbursed for Subconsultants retained by the Architect with the City's written approval. Prior to the award of any Subconsultant subcontract, the Architect will consult with the City and will submit the name of the proposed Subconsultant to the City for review and approval, and the Architect shall not contract with any Subconsultant to whom the City reasonably rejects. The City reserves the right to reject any proposed Subconsultant and subcontract form for any reason based upon reasonable objections. Copies of executed Subconsultant subcontracts will be provided to the City upon request.

The Architect will bind each and every Subconsultant to the terms stated herein and will determine that all persons rendering services under this Contract are properly licensed and insured to provide such services in the jurisdiction in which the Project is located. All Subconsultants will perform their services in accordance with the Standard of Care. The Architect hereby affirms that it will be fully responsible for the errors, omissions and negligent acts of its Subconsultants.

The Architect hereby agrees to include a provision in all subcontracts issued for services hereunder allowing the Architect to assign said subcontract to the City or the City's designee without the Subconsultant's consent in the event that this Contract is terminated. The Architect hereby conditionally assigns all Subconsultant subcontracts to the City, and such assignment becomes effective upon the termination of this Contract by the City and the Architect's receipt from the City of written notice accepting such assignment. The Architect will require all Subconsultants to include a similar assignment provision in each and every subcontract. Subconsultant issues for services hereunder.

B. The Architect agrees to pay its Subconsultants within fourteen (14) days after the Architect receives payment of such amount from the City. In the event the City is advised that the Architect has failed to pay any Subconsultant as required above, the Architect agrees that the City may make all future payments directly to any or all Subconsultants or by joint check payable to the Architect and any or all of the respective Subconsultants, and the City may withhold from subsequent payments to the Architect any amounts that the City paid or intends to pay to such Subconsultants because the Architect did not pay a Subconsultant as required above. Neither the City's discretion in the preceding sentence nor the City's making of such payments to the Architect's Subconsultants will give rise to any obligation or liability of the City for making such payments and will not create any contractual relationship between the City and any Subconsultant.

C. Payments to Subconsultants will not constitute an acceptance of the adequacy of any services performed by the Architect or its Subconsultants.

D. The City will have the right to direct the Architect to replace Subconsultants whose performance is unsatisfactory in the City's reasonable judgment. In such case, the Architect's Basic Compensation may be equitably adjusted, if necessary and appropriate under the circumstances.

XXIX. CONFLICT AMONG TERMS.

In the event that there is any conflict between the terms of this Contract, as part of Basic Services the Architect will provide the higher quality of service or level of service.

XXX. NO DAMAGES.

Notwithstanding anything to the contrary contained in any other provision of this Contract, in no event will the City be liable to the Architect for any damages that the Architect may suffer or incur in connection with this Contract, except as set forth in the following sentence. The City's sole financial obligation and liability to the Architect for any and all matters relating to the City's performance of its obligations under this Contract will be to pay the Architect the applicable fee for services, reimburse the Architect for Reimbursable Expenses, and make any other payments due to the Architect in accordance with the terms of this Contract.

XXXI. NO WAIVER.

No action, failure to act or failure to require strict compliance with any term of this Contract by the City or Architect shall constitute a waiver of a right or duty afforded them under this Contract, nor shall any such action, failure to act or failure to require strict compliance with any term of this Contract constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

XXXII. FORCE MAJEURE.

Each party's performance under this Contract shall be excused to the extent of and for the time such performance is delayed, interrupted or prevented by an event of force majeure. As used within this Contract, the term "force majeure" shall mean, by way of example, and not in limitation, fire, act of God, governmental act, national emergency, strike, labor dispute, unusual delay in transportation, inability to procure materials, adverse weather conditions not reasonably anticipatable, unavoidable casualties or any other causes beyond the Architect's or City's reasonable control. The Architect and City shall each exercise their respective commercially reasonable efforts to mitigate the cause of any such force majeure delay, interruption or prevention.

XXXIII. COOPERATION AND FURTHER ACTIONS.

The City and Architect agree to take whatever steps reasonably necessary to fulfill the responsibilities assigned to them in this Contract, and further agree to cooperate with each other.

XXXIV. SURVIVAL

All matters that relate to the termination or expiration of this Contract, or that in the normal course may not occur or be effectuated until after such termination or expiration, as well as all rights and obligations of the parties that by their nature may be expected to survive the termination or expiration of this Contract (including the Architect's responsibility to bond off

liens and to indemnify the City), will survive any termination or expiration of this Contract. Such matters, rights, and obligations will be given full force and effect notwithstanding any termination or expiration of this Contract, but such survival will not operate to extend any applicable statute of limitations.

XXXV. INTERPRETATION.

This Contract shall be construed in accordance with its plain meaning, without giving any effect to any implication or inference arising from the fact that the Contract or the provision at issue may have been drafted by or on behalf of any party to this Contract.

All references to "days" will be to calendar days unless specified otherwise. A "business day" or "working day" is a day other than a Saturday, Sunday, or a federal or state holiday when official state offices are closed in the jurisdiction in which the Project is located.

The words "include," "includes" or "including" shall mean, respectively, "include without limitation," "includes without limitation" or "including without limitation."

The words "will" and "shall" are used interchangeably in this Contract.

The words "herein," hereunder," and similar words mean and refer to this entire Contract and not merely the provision in which such term is used.

XXXVI. CORPORATE AUTHORITY.

The City and Architect hereby represent and warrant to each other that all necessary corporate action has been taken to enter into this Contract and that the person signing this Contract on behalf of the City and Architect, respectively, is duly authorized to do so.

XXXVII. NO PERSONAL LIABILITY.

In the event of any dispute between the City and the Architect for amounts due, the Architect agrees that it shall only assert its claim against the City. Notwithstanding anything to the contrary contained in any other provision of this Contract, neither the City nor UMD's directors, officers, partners, members, agents and employees shall have any personal liability under this Contract for any obligation at any time, it being understood that the Architect shall look solely to the City for the satisfaction of any claim for amounts due under this Contract.

XXXIII. LENDER'S REQUIREMENTS.

The Architect shall provide to the City and City's lender or entity providing or insuring bond financing ("Lender") any Project information or certification that any of them may reasonably require. The Architect agrees to execute such documents as may be required by the Lender, including a consent to the assignment of this Contract and a consent to the assignment of Drawings and Specifications. Architect and its Subconsultants shall execute this consent or such other consent as is required by the Lender, when requested by the City. The Architect agrees to such

modifications to this Contract as the Lender may reasonably require, provided that if the Architect's costs or time of performance are increased, this Contract will be equitably adjusted. The Architect shall not be and shall not be deemed to be a third party beneficiary of the loan agreement between the City and its Lender. The Architect shall look solely to the City as its sole source of recovery if not paid. The Architect waives all right to make any claim against the Lender and, except as provided by law, or as otherwise agreed in writing between the Lender and the Architect (e.g., in the consent to assignment document), the Architect shall be deemed to have waived in writing all right to make any claim against the Lender.

XXXIX. LIENS

In the event a Subconsultant or anyone acting through the Architect places a lien upon the Project or the property on which it is located, the Architect shall bond off or otherwise discharge such lien within ten (10) business days and shall defend and hold the City harmless in any suit to enforce such lien, except if the lien is the direct result of the City's failure to pay an amount included in a prior invoice as to which there is no good-faith dispute.

XL. SCOPE OF THE CONTRACT.

This Contract represents the entire and integrated agreement between the City and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be amended only by written instrument signed by both City and Architect.

XLI. THIRD PARTY BENEFICIARY.

This Contract is entered into solely for the benefit of the City and the Contractor. No third party will be deemed a beneficiary of this Contract, and no third party will have the right to make any claim or assert any right under this Contract.

XLII. EXECUTION OF CONTRACT.

This Contract may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature will have the same effect as an original signature.

XLIII. PERFORMANCE DURING DISPUTE.

Unless otherwise directed by the City, the Contractor shall continue performance under this Contract while matters in dispute are being resolved, excepting disputes over payment for services that are past due that are otherwise not contested.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____
day of _____, 2023.

WITNESS/ATTEST:

CITY OF COLLEGE PARK

Janeen S. Miller, CMC, CERA, City Clerk

By: _____
Kenneth A. Young, City Manager

WITNESS:

ARCHITECT

Ronald C. Sherrill, Sr.


By: _____
Kathleen P. S. Sherrill, AIA, NOMA
Title: President

Approved as to form and legal sufficiency

Suellen M. Ferguson
Attorney for the City of College Park

13A

Quarterly update on the City's Strategic Plan

	<p style="text-align: center;">CITY OF COLLEGE PARK, MARYLAND DISCUSSION / PRESENTATION COVER REPORT</p> <p>Prepared By: Bill Gardiner Assistant City Manager; Michelle Rodriguez HR Generalist</p> <p>Meeting Date: 1/31/2023</p> <p>Presented By: Bill Gardiner</p> <p>Proposed Consent: N/A</p>
<p>Originating Department: Administration</p>	
<p>Topic: Second Quarter FY23 Strategic Plan Update</p>	
<p>Strategic Plan Objective: Innovate and improve City services to enhance quality, value, and accessibility for all our residents.</p>	
<p>Background: The strategic plan Objectives and Key Results (OKRs) follow the Fiscal Year that begins on July 1. The City Council approved the priority five-year Objectives for FY23, and staff created the second year annual Objectives. Each department creates quarterly OKRs to advance the City toward accomplishing the annual Objectives and ultimately the five-year Objectives. The attachment lists the 36 Objectives for the second quarter created by staff, and provides a summary of the status of each of these Objectives and Key Results.</p> <p>During the second quarter, staff completed AV improvements in the Council Chambers and closed captioning for meetings; deployed volunteer tracking software for events; on-boarded new employees in the Clerk's Office, YFS, and DPW; initiated a strategic plan for economic development; increased food waste collection and decreased solid waste collection; and advanced plans for education support for students and a retrofit plan for seniors. Staff did not get the resident survey results as soon as anticipated and were not able to tackle the room management software project during the quarter. We still need to identify potential locations for bus shelters and for bike and scooter parking, and those projects will continue this quarter, as will the recruitment for a bilingual counselor in YFS.</p> <p>The meeting presentation will review these and other successes and challenges during the second quarter FY23.</p>	
<p>Fiscal Impact: The FY23 budget reflects the cost to implement the initiatives in the strategic plan.</p>	
<p>Council Options: N/A, this is a presentation and discussion only.</p>	
<p>Staff Recommendation: N/A</p>	
<p>Attachments: 1. "Objectives for City of College Park" 2nd Quarter FY23 organized by department</p>	

Explorer

Bulk Actions | v

[New objective](#)

Objectives for City of College Park

Generated on Jan 26th 2023 by Bill Gardiner

2 filters active

Due Date Last Quarter

Objective Type Department Objectives

36 objectives found

36 28 (77.77%) 1 (2.77%) 74.55%

☐ Select all

Administration 13

13 11 (84.61%) 0 (0%) 78.46%

☐ **Enable closed captioning of City Council Meetings on broadcast channels in order to accommodate ADA standards.** 100%

Due December 30, 2022 • [Aligned to parent](#) • Last check-in 21 days ago by [Bill Gardiner](#)

CLOSED Administration

100% Evaluate and select best placement of closed captioning and titles on the screen.

100% Obtain updated quote from Cablecast and purchase service.

☐ **Complete City Server upgrade to provide additional storage and compute resources for staff.** 100%

Due December 30, 2022 • Last check-in 21 days ago by [Bill Gardiner](#)

CLOSED Administration

100% Upgrade vCenter Server

100% Migrate the virtual machines to new server

100% Stock and rack the servers in City Hall and DPW.

100% Add servers to the City network.

☐ **Install a camera on the south wall of the Council Chambers to provide better room coverage.** 100%

Due December 30, 2022 • Last check-in 21 days ago by [Bill Gardiner](#)

CLOSED Administration

100% Mount the panels attach the fabric back.

100% Mount the camera on the wall and test connectivity

100% Coordinate the purchase of the fabric for the panels and schedule a site visit with Z-Best Corp.

100% Coordinate with CSI removal of the ceiling camera

☐ **Promote public-facing volunteer tracking software to facilitate volunteerism and improve staff efficiency in tracking of volunteers.** 100%

Due December 30, 2022 • [Aligned to parent](#) • Last check-in 21 days ago by [Bill Gardiner](#)

CLOSED Administration

20/20 Sign up 20 volunteers in the new system by the end of the quarter.

100% Create public links and all forms for volunteers to sign up to assist for all City events.



Encourage small business participation in City events

100%

Due December 30, 2022 • [Aligned to parent](#) • Last check-in 14 mins ago by [Bill Gardiner](#)

CLOSED Administration

100% 10 businesses participating



Improve security in the City garage by installing a new security camera system connected with the current camera system in the City Hall building. Create specifications for a new security camera system in the garage

100%

Due December 30, 2022 • [Aligned to parent](#) • Last check-in 23 mins ago by [Bill Gardiner](#)

CLOSED Administration

100% Evaluate proposals and make recommendation to Council.

100% Approve design and obtain 3 proposals.



Fully onboard new employee to increase efficiency within the city clerk's office.

97.5%

Due December 30, 2022 • [Aligned to parent](#) • Last check-in a month ago by [Yvette Allen](#)

CLOSED Administration

100% New employee will shadow Clerk's Office staff to learn office responsibilities and procedures.

90% Introduce new employee and position responsibilities to all departments.

100% Implement and train new employee on updated task list.

100% Develop the training plan for the new employee.



Launch and tabulate new resident survey before the end of the quarter.

90%

Due December 30, 2022 • [Aligned to parent](#) • Last check-in 21 days ago by [Bill Gardiner](#)

CLOSED Administration

90% complete survey design, launch survey, and analyze results.



Present events plan to City Council to receive feedback on proposed events.

85%

Due December 30, 2022 • Last check-in 21 days ago by [Bill Gardiner](#)

CLOSED Administration

100% Meet with Council and discuss draft events plan for 2023

40% Confirm City program for the 4th of July.

100% Draft changes to the City Code removing the Recreation Board and draft resolution to create the new committee.

100% Request and receive input from all committees that are planning events in 2023 that may need staff support.



Analyze household survey results pertaining to municipal elections in order to gain insight into low voter participation rates in City elections.

82.5%

Due December 30, 2022 • [Aligned to parent](#) • Last check-in 13 mins ago by [Bill Gardiner](#)

CLOSED Administration

100% Finalize survey questions with Mayor and Council

100% Prepare survey using Survey Monkey

100% Prepare postcard for mailing—we will work with Communications

30% Review and analyze results from the survey



Implement and train Clerk's Office staff on new boards and commissions software to increase efficiency managing membership and communications to members.

37.5%

Due December 30, 2022 • [Aligned to parent](#) • Last check-in 21 days ago by [Yvette Allen](#)

CLOSED Administration

- 0% Coordinate with Communications to add software front-facing info to City website.
- 100% Finalize contract for new software (Suellen)
- 0% Get training on new software from Granicus
- 50% Migrate data and implement new software for office use



Create Strategic Plan for Economic Development

27.5%

Due December 30, 2022 • [Aligned to parent](#) • Last check-in 12 mins ago by [Bill Gardiner](#)

CLOSED Administration Economic Strategy and Plan

- 50% Draft to City Manager
- 60% Establish Goals for Plan
- 0% Circulate to Leaders and Stakeholders for comment and review
- 0% Finalize for Implementation



Begin use of SmartWay 2 room reservation software to improve efficiency, accuracy, and process for reserving all public meeting rooms and facilities.

0%

Due December 30, 2022 • [Aligned to parent](#) • Last check-in 2 months ago by [Yvette Allen](#)

Administration

- 0% Establish a plan for use by staff outside Clerk's Office.
- 0% Finalize contract of new software (Suellen)
- 0% Conduct training of new software
- 0% Migrate data and implement use

Finance 3

🕒 3 ● 3 (100%) ● 0 (0%) 84.76%



Begin implementation of Tyler Munis financial & HR software (Year-long process)

96.66%

Due December 30, 2022 • [Aligned to parent](#) • Last check-in a month ago by [Gary Fields](#)

CLOSED Finance

- 6/6 Bi-weekly update meetings with Project Manager and key staff
- 90% Provide periodic information and data requests to Tyler as requested, on time in accordance with milestones to be established
- 22/16 Attend scheduled systems building and training sessions with Tyler reps



Assist Directors with spending and accounting for FY2023 Budgeted projects funded from ARPA and Lost Revenue Recovery funds.

90%

Due December 30, 2022 • [Aligned to parent](#) • Last check-in a month ago by [Gary Fields](#)

CLOSED Finance

- 80% Meet with Directors as necessary to review budgeted projects and required tracking for Treasury reporting
- 3/3 Monthly meeting with DPW Director and City Engineer to review progress

☐

Administer and account for City's ARPA allocation to benefit the City and its residents and small businesses.

Due December 30, 2022 • [Aligned to parent](#) • Last check-in a month ago by [Gary Fields](#)

CLOSED Finance

- \$203K/\$250K

 Continue distributing grant funds to eligible families and individuals
- \$1.95M/\$2.5M

 Distribute grant funds to eligible local businesses, including hospitality grants (Economic Develop.)
- 1/1

 File required ARPA reports with US Treasury

67.64%

Human Resources 3

🕒 3 ● 3 (100%) ● 0 (0%) 70.13%

☐

Continue to increase employee recognition and improve employee engagement

Due December 30, 2022 • [Aligned to parent](#) • Last check-in 15 days ago by [Michelle Rodriguez](#)

CLOSED Human Resources Five-Year OKR #10

- 100%

 Collaborate with Communications and CM staff to create the second quarterly edition Employee Newsletter for December (50% receive all info from depts by December 1st and 50% - communications receives newsletter for edit a week before it's due on the 31st.)
- 10/12

 Request directors to nominate a staff member for Employee of the Quarter or Miriam Wolff Award this quarter and recognize another staff member on this platform

91.66%

☐

Continue increasing employee engagement by rewarding employees with events and other incentives

Due December 30, 2022 • [Aligned to parent](#) • Last check-in 9 mins ago by [Bill Gardiner](#)

CLOSED Human Resources

- 6/6

 Provide wellness incentives for participation in wellness activities and mental health seminars (Could include exercise programs and/or attending lunch and learns)
- 3/3

 Promote 3 employee events this quarter
- 0/2

 Complete the last 2 departments Employee Engagement informative meetings

72.91%

☐

Deepen the conversation on Racial Equity in and outside the organization by educating employees and communication in a variety of different avenues as a form of engagement

Due December 30, 2022 • [Aligned to parent](#) • Last check-in 15 days ago by [Michelle Rodriguez](#)

CLOSED Human Resources

- 2/3

 Evolving the book club into a crucial conversation session - one session per month
- 10/12

 REO continues to support RJC by attending subcommittee meetings with Commissioners - 4 per month
- 0/5

 Chair the 3rd GARE co-hort (5 employees - 1 from each department)
- 33.3%

 Racial Equity Committee to meet once a quarter to discuss ways to intergrate equity within the City

45.82%

Planning & Community Development 5

🕒 5 ● 5 (100%) ● 0 (0%) 66.49%

☐

Focus staff resources on strategic plan objectives and report progress regularly.

Due December 30, 2022 • [Aligned to parent](#) • Last check-in 20 days ago by [Terry Schum](#)

CLOSED Planning & Community Development

- 4/8

 Attend 8 meetings with City Manager.
- 3/3

 Hold monthly meetings with staff.
- 3/3

 Recognize staff for their contributions at least monthly.

83.33%

☐

Develop a rehabilitation/retrofit program to better enable seniors to age in place.

Due December 30, 2022 • [Aligned to parent](#) • Last check-in 20 days ago by [Terry Schum](#)

CLOSED [Planning & Community Development](#)

85%

Develop program guidelines for eligibility and grant amounts.

60%

Execute an Agreement with Habitat for Humanity MD for administration of program.

72.5%

☐

Increase new bike/scooter share parking locations to facilitate convenient use of the system throughout the city.

Due December 30, 2022 • [Aligned to parent](#) • Last check-in 20 days ago by [Terry Schum](#)

CLOSED [Planning & Community Development](#)

70%

Prepare scope of work and solicit contractor proposals to install parking hubs.

70%

☐

Distribute final report on Age-Friendly Action Plan and obtain community input for citywide improvements for people of all ages and bring forward for City Council adoption. .

Due December 30, 2022 • [Aligned to parent](#) • Last check-in 20 days ago by [Terry Schum](#)

CLOSED [Planning & Community Development](#)

3/3

Work with Seniors Committee on scheduling outreach efforts.

70%

Gather comments on report from outreach efforts.

0%

Present revised report to City Council for adoption.

56.66%

☐

Research housing development options for city-owned property at 4704 Calvert Road.

Due December 30, 2022 • [Aligned to parent](#) • Last check-in 20 days ago by [Terry Schum](#)

CLOSED [Planning & Community Development](#)

100%

Issue Notice to Proceed to consultant.

0/3

Hold staff, community and Council meetings to report study results.

50%

Public Services

3

🕒 3

🟢 0 (0%)

🔴 0 (0%)

60.81%

☐

Continue to suport the City's mission, core values and strategic plan by increasing engagment all Public Services staff.

Due December 30, 2022 • [Aligned to parent](#) • Last check-in 5 mins ago by [Bill Gardiner](#)

CLOSED [Public Services](#)

21/17

All DPS employees have received and understand the Core Values list.

10/12

Recognize at two employees weekly on paycor platform

2/2

Nominate a staff member for Employee of the Quarter and Miriam Wolff awards

94.44%

☐

Continue Implementation and Staff Training of Accela CRM and other modules to ensure high customer service standards for all.

Due December 30, 2022 • [Aligned to parent](#) • Last check-in 22 days ago by [Bob Ryan](#)

CLOSED [Public Services](#)

487/487

487 APO entries in Accela

76%

Close out existing Vision 33 work orders that have been submitted for City review and approval.

88%



Recruit and retain a diverse group of contract police officers to enhance positive interaction with the community.

0%

Due December 30, 2022 • [Aligned to parent](#) • Last check-in 14 days ago by [Sharon Fletcher](#)

CLOSED Public Services

- 0% Replacement officers reflect the City's census diversity demographics
- 0% Officers scheduled time reflects the diversity of the City's census demographics

Public Works 4

🕒 4 ● 2 (50%) ● 0 (0%) 63.41%



Reduce the amount of solid waste collected and increase recycling by educating residents and implementing City policies.

78.56%

Due December 30, 2022 • [Aligned to parent](#) • Last check-in 4 mins ago by [Bill Gardiner](#)

CLOSED Public Works

- 25/25 Reduce by 25 tons household and bulk refuse collected by the City
- 1/7 Increase by 7 tons of curbside and miscellaneous recycling collected by City
- 100% Increase Food Scrap Resident Participation 25
- 5/5 Track tonnage of Food Scrap Collected



Promote the use and acquisition of efficient city vehicles to reduce carbon footprint, and reduce the impact on the environment.

71.33%

Due December 30, 2022 • [Aligned to parent](#) • Last check-in 2 mins ago by [Bill Gardiner](#)

CLOSED Public Works

- 80% Design implement electrical upgrade for EV infrastructure at DPW.
- 50% Procure and order of additional electric vehicles in city .
- 7/12 Reduce by 1% of the total gallons of gasoline and diesel used weekly by the City fleet
- 97% Maintain all city vehicle Preventive maintenance PMs completed on time



Improve the walkability and safety of the City to encourage a more healthy and sustainable environment

53.74%

Due December 30, 2022 • [Aligned to parent](#) • Last check-in 23 days ago by [Robert Marsili](#)

CLOSED Public Works

- 2/3 Identify new e-bike parking locations to facilitate use of system
- 1/3 Identify additional Bus Shelter locations
- 20% Hollywood Road sidewalk
- 95% Edmondson Road sidewalk



Encourage staff to continue working on the strategic plan

50%

Due December 30, 2022 • [Aligned to parent](#) • Last check-in 23 days ago by [Robert Marsili](#)

CLOSED Public Works

- 3/6 Meet Bi-Weekly with staff to update OKRs
- 3/6 Give recognition to staff on 7-Geese

Youth, Family & Senior Services 5

🕒 5 ● 4 (80%) ● 1 (20%) 86.13%



Support department staff using 7 Geese



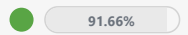
Due December 30, 2022 • [Aligned to parent](#) • Last check-in just now by [Bill Gardiner](#)

CLOSED [Youth, Family & Senior Services](#)

4/4 recognition of 4 people outside department.



All staff reporting to Dept. Director will be familiar with processes in Paycor to support and contribute to the City's mission and vision and strategic plan.



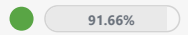
Due December 30, 2022 • [Aligned to parent](#) • Last check-in a month ago by [Kiaisha Barber](#)

CLOSED [Youth, Family & Senior Services](#)

15/15 Each team member gives recognition to at least one colleague per month



Create an inviting, functional, innovative and attractive trauma-informed space for youth and families to receive mental health services.



Due December 30, 2022 • [Aligned to parent](#) • Last check-in a month ago by [Kiaisha Barber](#)

CLOSED [Youth, Family & Senior Services](#)

2/3 at least 3 estimates for external and internal renovations obtained

100% wall is built separating outreach and intern office



Increased educational opportunities for CP school aged youth



Due December 30, 2022 • [Aligned to parent](#) • Last check-in a month ago by [Kiaisha Barber](#)

CLOSED [Youth, Family & Senior Services](#)

100% Online tutoring program partnership identified by EAC and presented to Council.

50% EAC develops/recommends PTA support/incentive program and presented to Council.



Provide a fully staffed City department to implement City's goals to engage populations in the City appropriately



Due December 30, 2022 • [Aligned to parent](#) • Last check-in a month ago by [Kiaisha Barber](#)

CLOSED [Youth, Family & Senior Services](#)

20% One new family therapist is hired and trained.

100% One bus driver is hired and trained

100% Seniors program staff trained and able to perform multiple dept. functions

13B

Discussion of Council's Rules and Procedures



**CITY OF COLLEGE PARK, MARYLAND
DISCUSSION / PRESENTATION COVER REPORT**

Prepared By: Janeen S. Miller, City Clerk

Meeting Date: January 31, 2023

Presented By: Suellen Ferguson, City Attorney
Janeen S. Miller, City Clerk

Originating Department: Administration for Mayor and Council

Topic: Review and discussion of Mayor and Council's Rules and Procedures.

Strategic Plan Objective: Objective 10: Cultivate an empowered and collaborative organizational culture that is high-performing, values employees, and is known for excellence.

Background:

Council requested a review of their Rules and Procedures. Attached are the current "Rules and Procedures for the Mayor and City Council of College Park" adopted on April 26, 2022.

Fiscal Impact:

None

Council Options:

1. Review and discuss the current document and propose any desired amendments.

Staff Recommendation:

Staff will take direction from the Mayor and Council.

Attachments:

Council Rules and Procedures approved April 26, 2022.

RULES AND PROCEDURES FOR
THE MAYOR AND CITY COUNCIL OF COLLEGE PARK

Adopted April 26, 2022

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**RULES AND PROCEDURES FOR
THE MAYOR AND CITY COUNCIL OF COLLEGE PARK**

I. ADOPTION, REVIEW AND AMENDMENT

A. Adoption. These rules are adopted pursuant to the authority provided in Art. VI, § C6-1 of the City Charter.

B. Biennial Review. These rules and procedures shall be scheduled for review by the Mayor and City Council during the first January Worksession after an election. Public notice and an opportunity for public comment shall be provided prior to making changes to these rules. Changes in procedures may be made by majority vote of the Mayor and City Council at the Regular Meeting after the change in rules or procedures is proposed.

C. Rescission, Amendment, and Suspension of Rules. A motion to rescind or amend the rules and procedures previously adopted or a motion to suspend these rules and procedures may be brought pursuant to the appropriate section of Robert's Rules of Order.

II. GOVERNANCE PROCESS/COUNCIL-MANAGER DELEGATION

Policy 1. Governance Process. The Mayor and Council, on behalf of the residents and visitors of the City of College Park, govern with respect to achieving the City's Mission - The City of College Park provides open and effective governance and excellent services that enhance the quality of life in our community.

Policy 2. City's Interests Come First. Councilmembers will consider the needs and interests of all people in the City, not only the residents in their district.

Policy 3. Governing Style. The Mayor and Council will govern with an emphasis on: (a) outward vision rather than internal processes, (b) encouragement of diversity in viewpoints, (c) strategic leadership more than administrative detail, (d) clear distinction of Mayor, Council, and

City Manager roles, (e) collective rather than individual decisions, (f) future rather than past or present, and (g) striving to be proactive rather than reactive.

Policy 4. Mayor and Council Code of Conduct (Chapter 38 of the City Code). The Mayor and Council commits itself and its members to ethical, professional, and lawful conduct, including proper use of authority and appropriate decorum.

Policy 5. Mayor and Council-Management Delegation. The Mayor and Council's connection to the operation of the organization is through a City Manager as provided in the City Charter. The Mayor and Council will direct residents to appropriate departments when resident inquiries arise that concern the delivery of City services.

Policy 6. Accountability of the City Manager. The City Manager is accountable to the Mayor and City Council and is the Mayor and Council's link to the operational achievement and conduct of City staff.

III. LEGISLATIVE ACTIONS

The City Council affirmatively acts by voting at City Council meetings. Four types of legislative actions taken at City Council meetings are General Motions, Resolutions, Ordinances, and Charter Amendments.

A. General Motions. General motions are used for approval of a City position or a letter, to give direction to staff, to approve contracts, or to set policy. They do not update the City Code or Charter.

B. Resolutions. Resolutions are used to set forth legal decisions and official positions of the City, to set policy, to establish commissions, and to implement programs. Resolutions do not update the City Code or Charter and do not have specific public hearing requirements. Resolutions may be introduced and voted on at the same meeting, and are usually effective immediately upon adoption.

C. Ordinances.

1. Purpose and Requirements. The City Council updates the City Code and adopts other measures as required by State law, by Ordinance, which is enacted pursuant to the provisions of Article VIII of the City Charter. An Ordinance requires an introduction and a public hearing prior to adoption.

2. Public Hearing; Notice. As required by Art. VIII, § C8-2, a public hearing shall be held on proposed ordinances following the advertisement of the ordinance or a fair summary thereof on City-controlled media such as the City website, cable channel, bulletin board and City email listserv. Emergency ordinances shall be considered pursuant to § C8-2B of the College Park Charter.

3. Majority vote. The affirmative vote as per the attached Voting Requirements chart shall be required for the adoption of ordinances. The vote can be held at the same meeting following the Public Hearing or during a subsequent meeting.

4. Adoption. The Council shall not adopt an ordinance or ordinance amendment at the same meeting at which the ordinance is introduced unless it is declared an emergency ordinance. Ordinances shall become effective upon expiration of twenty (20) days following Council approval unless the Council declares otherwise.

D. Charter Amendment Resolutions. Charter Amendment Resolutions are used only to amend the City Charter. Charter amendments may be enacted by charter resolution pursuant to the provisions of §4-301 *et seq.*, of the Local Government Article, Annotated Code of Maryland, and the City Charter. Prior to adoption, a public hearing shall be held on charter resolutions initiated by the Council following at least 21 days advance notice of the public hearing, and advertisement of the resolution or a fair summary thereof, on the City website, cable channel, bulletin board and City email listserv and publication in a local newspaper of general circulation. The Council shall not adopt a charter resolution at the same meeting at which it is introduced. The pre-adoption notice and publication requirements of this subsection, as well as the requirement that the charter resolution not be adopted at the meeting at which it is introduced, are self-imposed and may be overridden by the Council by a majority vote.

IV. MEETINGS

A meeting occurs when a quorum of the Mayor and City Council convenes to consider or transact public business (Section C6-2 of the City Charter).

A. Meeting Schedule. An annual meeting schedule shall be approved by the Mayor and City Council at its first Regular Meeting in December of each year. Public notice of any changes to the meeting schedule shall be provided as soon as possible. In an election year, the schedule shall be approved by the new Council. Any time requirements related to amendments to agendas and submission of meeting materials will be adjusted accordingly when the meeting is held on a day other than Tuesday.

B. Regular Meetings. The Mayor and Council shall normally meet in Regular Meetings on the second and fourth Tuesday of each month if necessary, but, in no event, less frequently than required by Art. VI, § C6-1 of the Charter. The Mayor and Council may meet on other days when, in its judgment, an alternative day is either necessary or desirable. Regular meetings are the voting sessions when the Mayor and Council take official action.

C. Worksessions. The Mayor and Council will normally meet in Worksession meetings on the first and third Tuesday of each month. The Mayor and Council may meet on other days when, in their judgment, an alternative day is either necessary or desirable. Additional Worksessions may be scheduled by the Mayor and City Council as required. During Worksessions, the Mayor, Council, and staff hear presentations, discuss the merits of proposed legislation, discuss details of proposed programs, and give direction to staff. When necessary, the Mayor and Council may enter into Special Session during a Worksession. Special Sessions allow the Mayor and Council to take action on items when time doesn't allow for action to occur at the next Regular meeting.

D. Special Meetings. The Mayor and City Council may meet in Special Meetings upon written request of either the Mayor or two members of the City Council. Notice of Special Meetings shall be given to each Councilmember at least twenty-four (24) hours in advance of such Special Meeting and shall contain the purpose, date, time and place of such meeting. The matter or matters to be considered at a Special Meeting of the Mayor and City Council shall be stated in

the call to the meeting. No other matters shall be considered unless all members of the Mayor and Council are present.

E. Emergency Meetings. Emergency Meetings may be called with the consent of two-thirds of the Mayor and City Councilmembers available for matters constituting a severe and imminent danger to the health, safety or welfare of the public. Notice of such meetings shall be given as is feasible under the circumstances.

F. Closed Sessions. The Mayor and City Council may close a meeting to the public by a vote in open session under the circumstances, conditions and for reasons set forth in Art. VI, § 6-3 of the Charter. Public notice and summaries of Closed Sessions are provided as required by law. Councilmembers shall not disclose to anyone the information discussed in a Closed Session, unless the Council affirmatively votes to allow a member or the body to do so.

G. Information Meetings.

1. The Mayor and City Council may hold Information Meetings on specific topics. For example, Information Meetings can provide the Mayor and Council the opportunity to discuss possible City legislation or projects with residents and other stakeholders and obtain feedback in advance of drafting legislation. It can provide a forum outside the Worksession for an in-depth discussion of an issue, which may be particularly useful if the anticipated presentation and discussion requires an hour or more. The Mayor and City Council will determine the rules governing presentations made at such meetings. A quorum is not required, and the Council will not vote on any item.

2. An elected official(s) will provide prior notice to the rest of the Mayor and Council when intending to present on a City-wide or Council level issue at a meeting sponsored by the elected official(s), a civic association or other community group. At such a meeting, a statement that the communication is the position of the individual elected official(s) and not city-sanctioned or approved will be provided for any position that has not been adopted by Mayor and Council.

H. Limitation on Number of Meetings. No more than four meetings may be held in any given month, unless approved by a majority of the Council present and voting. Except in the event of

an emergency as determined in subsection E, in no event may Council approve more than two additional meetings in any given month.

I. Place of Meeting. All meetings of the Mayor and City Council, unless otherwise determined, shall be held at the College Park City Hall, 7401 Baltimore Avenue, College Park, Maryland. In addition to the customary forms of notice, the notice of change in meeting place shall be prominently posted on the door of the regularly scheduled meeting place.

J. Presence At Meeting. In the event of an emergency that has been declared by the State, Prince George's County, or by the City through the City Manager, and that substantially impacts the ability to safely meet as a legislative body, or that requires one or more elected officials to be quarantined or to self-quarantine ("Declared Emergency"), the Mayor and Council may authorize participation of any or all of the elected officials in a public meeting by telephone or other format that is accessible to the public, and to be counted as part of the quorum. Otherwise, the Mayor and Councilmembers shall attend all meetings, including regular, work, special, closed and administrative sessions, informational meetings and public hearings, in-person except as provided herein. The Mayor and Councilmembers may participate remotely by means accessible to the public for just cause, such as: illness, being out of the area for vacation or work obligations, a funeral, or a family emergency. Except in cases of a declared emergency, at least a quorum of the Council must attend the meeting in person. Any elected official participating as authorized in this paragraph may participate in and vote on any matters that come before the Mayor and Council.

K. Meeting Time. Meetings of the Mayor and City Council shall begin at 7:30 p.m. unless a different starting time is established by the Mayor and City Council and reasonable notice thereof is provided to residents of the City. On occasion, and absent objection from the Mayor and Council, when a Worksession agenda is particularly long, a 7:00 p.m. start time may be considered. Any change in the start time of the meeting will be properly advertised.

L. Public Notice of Meeting. Proper notice of all meetings of the Mayor and City Council shall be provided to the public by the City Clerk.

M. Quorum.

1. Quorum requirements. A quorum shall be constituted of five (5) Councilmembers. The Mayor shall serve as the presiding officer. A Councilmember acting as the presiding officer in the absence of the Mayor may be counted as part of the Council quorum and may vote as a Councilmember. To conduct official business, a quorum must be present at all times.

Worksessions do not require a quorum of the Council because the Council does not take official action during Worksessions.

2. Loss of quorum. Once a Regular meeting has been properly convened with the presence of a quorum and the number of persons necessary to constitute a quorum is no longer present, the presiding officer or a Councilmember should bring this fact to the attention of the Mayor and City Council and the Mayor and City Council shall then be automatically recessed until a quorum is reestablished. Upon reestablishment of the quorum, the Mayor and City Council shall resume consideration of the matter before it at the time of the recess. If, in the opinion of the presiding officer, a quorum cannot be obtained within a reasonable period of time, the presiding officer shall declare the meeting adjourned until the next scheduled meeting. At that next meeting, after taking up the usual preliminary matters, the Mayor and City Council shall resume its consideration of the matter that was before it when it previously adjourned. This shall not prevent any Councilmember from moving to table, defer, postpone, or make any other appropriate motion with respect to any pending matter.

N. Agendas.

1. Content. The agenda shall outline the established order of business.

2. Preparation. A proposed agenda is prepared from a master list of Council-approved items generated from requests by the Mayor, Councilmembers and staff and as items arise that are timely and necessary for the conduct of City business. The proposed agenda for all meetings of the Mayor and Council will be finalized for publication by the City Manager and City Clerk in consultation with the Mayor on the Friday before the meeting. Proposed agendas shall be created that can be reasonably accomplished within three hours.

3. Master List. Staff shall maintain a master list of items and may add to it and the proposed agenda as necessary for the efficient conduct of City business. Items should only be added to the Master list or to an agenda once the following are considered:

- a) Does it fit with the City Mission (*The City of College Park provides open and effective governance and excellent services that enhance the quality of life in our community*) and Strategic Plan?
- b) Are there time considerations?
- c) Does it affect a significant number of residents?
- d) Is there another way to handle it before devoting Mayor and Council discussion time / Staff time?
- e) Is it strategic/big picture in nature?

4. Adding to Master List. Before the Mayor and Council may add an item to a Master list of future agenda items, the following must occur:

- a) Complete the appropriate form that responds to the (5) criteria for proposing an item for the agenda.
- b) Run item by the City Manager to see if another solution is available.
- c) Run item individually by a majority of other City elected officials to determine if there is support for discussing the proposed item.
- d) A majority of Councilmembers must vote in favor of adding an item to the Master list. This can be done at a Worksession during “Requests For/Status of Future Agenda items” or at a Regular Meeting during an appropriate part of the agenda. If an item fails to receive support to be added at that time, the Councilmember may revise the request based on Council and staff feedback and request at a future meeting that the revised item be placed on the Master list.
- e) Consideration of state or county legislation may be added directly to the agenda without being added to the master list.

Examples of items that *could* be (but not in every case) considered appropriate or inappropriate for an agenda:

Appropriate	Inappropriate
<i>Item has City-wide impact/implication/significance</i>	<i>“In the weeds” – item should be left up to staff</i>
<i>Legal requirement – item must legally be addressed</i>	<i>Staff work – items that involve staff doing their jobs</i>
<i>Policy items</i>	<i>Details of projects, especially smaller projects</i>
<i>Change in practice</i>	<i>Re-litigation of a closed item</i>
<i>Immediate need/opportunity</i>	<i>Enforcement related matters; implementing existing ordinance, policy or practice</i>
<i>An item that will be a problem later if not dealt with</i>	<i>Items that staff have advised against</i>
<i>An item a majority of Council is interested in or wants to explore</i>	<i>Isolated complaints or items that a small number of residents are pushing for and do not require Council intervention</i>
<i>Items where staff has requested Council input or items that would require a high level of staff time</i>	<i>Items that derail current priorities where item could wait until annual priority or strategic planning sessions, unless items are time sensitive)</i>

5. Proposed amendments to the published agenda. The Council is the final authority regarding consideration of items on the agenda. The Council may add, delete, or amend agenda items as it deems necessary on the night of the meeting through its regular agenda approval process, per Section N.8.

6. Notice of Agenda. Agendas for Regular Meetings and Worksessions shall be published on the Friday prior to the meeting.

7. Consent Agenda. Items of routine business that generally require no discussion by Council may be placed on the Consent Agenda of a Regular Meeting. Any member of the Council may remove an item from the Consent Agenda and place it under Action Items.

8. Adoption of Agenda. All meeting agendas and amendments shall be approved by the City Council at the beginning of the meeting. Items on the agenda can be reordered by the Mayor and City Council during the scheduled meeting.

O. Distribution of Meeting Materials.

1. Distribution. Meeting materials will be prepared by the City Clerk and published with the agenda and made available to the Mayor and Council and the general public (except for materials which are legally privileged or confidential) no later than close of business on the Friday immediately preceding the meeting at which such matters are to be considered. Materials shall be delivered to the Mayor and Council pursuant to arrangements established with each official. Any meeting materials for items on the published agenda not included in the Friday distribution shall be emailed to Mayor and Council as soon as available.

2. Meeting materials for additions proposed by City staff. Any meeting materials for a proposed addition by staff to the published agenda that are not delivered to Mayor and Council with the Friday distribution of information will be emailed to Council as soon as available.

3. Meeting Folder: Any items submitted after the Friday distribution will be included in a separate folder (red folder) for Mayor and Council at the time of the meeting.

P. Conduct of Regular Meetings.

1. Presiding Officer. The Mayor shall preside at all meetings of the Mayor and City Council. The Mayor Pro Tem shall preside at all meetings in the absence of the Mayor. In the absence of both the Mayor and the Mayor Pro Tem, the Mayor or the Mayor Pro Tem, if the Mayor is not available, shall designate a member of the City Council to preside. If the Mayor or the Mayor Pro Tem have not designated a member of the City Council to preside, the most senior member (in case of a tie, the oldest member) shall call the meeting to order. The first order of business shall be a Council vote to select the presiding officer.

2. Parliamentary Authority. Robert's Rules of Order, Newly Revised, as amended, shall govern all questions of procedure not otherwise provided for in these rules or by State or Federal Law.

3. Procedure.

a) Recognition. Councilmembers shall be recognized by the Mayor or presiding officer before speaking. Other persons at a meeting of the Mayor and City Council may speak only when called upon or authorized.

b) Comments on Agenda Items. Council meetings are for decision making, action and votes. A Councilmember who introduces an agenda item for action by the Mayor and Council may provide comments relating thereto after the item has received a second. Comments by the Councilmember who introduces an agenda item shall be limited to three minutes. Following introduction and seconding of an agenda item, each member of the Council and the Mayor may provide comments on the item. Comments shall be limited to three minutes and should focus on the motion under consideration. Amendments shall be treated as a new item for purposes of Council comments. When considering items where many questions are anticipated, a “round” approach shall be used in which each Councilmember, the Mayor, and appropriate staff shall be limited to one question per “round.” All members should resist repetition and stay on topic. Consider the time frame allotted and guide one’s speaking time accordingly. The presiding officer shall actively facilitate and guide discussion to remain on topic and cut off overly lengthy remarks with support by the Council. The Mayor and Councilmembers shall avoid creating surprises and asking unexpected questions of staff and each other at meetings.

4. Motions in Writing. All motions and amendments pertaining to Ordinances, Council policies or other substantive proposals shall, where possible, be made in writing.

5. Reconsideration. A motion to reconsider a vote on any action may be made no later than the next Regular Meeting following the meeting at which the action to be reconsidered was taken. A motion to reconsider may be made only by a Councilmember who voted on the prevailing side of the action to be reconsidered or by a member absent when the vote was taken, although any member of the Council, and the Mayor when voting as allowed by law, may support the motion to reconsider. A motion to reconsider may be approved by a simple majority of those Council members present and voting. The same number of votes shall be required to approve the action upon reconsideration as was required to pass or adopt the original action.

6. Voting by Councilmembers and Mayor. When a question is put forth by the presiding officer, every member of the City Council present, and the Mayor, when authorized by law to vote, shall vote for or against the question before the Council unless the Councilmember or Mayor provides an explanation for abstaining. Upon request of any Councilmember or decision by the Mayor, a roll call vote will be taken.

7. Public Participation. Members of the public may speak at Regular meetings of the Mayor and City Council according to procedures established by the Mayor and City Council.

a) Sign-up Procedure. Speakers should complete a card (found on the agenda table) with their name and leave it at the podium when they come up to speak. This will ensure that the Minutes record the proper spelling of their names. Any person addressing the Mayor and Council should state for the record their name and whether they are a resident of College Park. Persons addressing the Mayor and Council should do so in a courteous and considerate manner.

b) Oral Comment.

i. Non-agenda and Consent Agenda Items. Comments are limited to three minutes per person and will be taken at the beginning of the Council meeting.

ii. Action Items. Comments are limited to three minutes for individuals and five minutes for speakers representing a group or organization. Comments on amendments shall be limited to one minute. The Mayor and Council may, by simple majority vote of those present, alter or waive the time requirements.

iii. Written Comment. Comment may be submitted in writing at or prior to the meeting. In order to be received by the Council as part of the record, the comment must include the specific agenda item to which it relates and their name and whether they are a resident of College Park.

Comments that are submitted to the City Clerk prior to the close of business (5:00 p.m.) on the day of the meeting will be provided to the Mayor and City Council at the start of the meeting.

8. End of Meeting. It is the goal of the Mayor and Council to complete all Regular Council Meetings by 10:30 p.m. If the meeting has not adjourned by 10:30 p.m., then a motion, a second, and majority approval must be made to continue the meeting another 30 minutes at which time the meeting must adjourn.

Q. Conduct of Worksessions.

1. Neither the Mayor nor any member of Council may speak for more than three minutes without interruption upon any single agenda item. The presiding officer shall deny the floor to any member of the Council after that person has spoken for three minutes or more, either at the presiding officer's own instance or upon a point of order. Information pertinent to the Worksession should be provided by staff and Councilmembers in advance when possible. All members should resist repetition and stay on topic. Consider the time frame allotted and guide one's speaking time accordingly. The presiding officer shall actively facilitate and guide discussion to remain on topic and limit overly lengthy remarks with support by the Council. A queue is not necessary to speak.
2. A request for a show of hands not to discuss an agenda item any further shall always be in order.
3. Presentations shall be generally limited to fifteen minutes (not including the Q & A time).
4. It is the goal of the Mayor and Council to complete all Worksessions by 10:30 p.m. If the meeting has not adjourned by 10:30 p.m., then a straw vote of a simple majority of the Council must be made to continue the meeting another 30 minutes at which time the meeting must adjourn.
5. Because a quorum is not required, individual Councilmembers or the Mayor may leave the meeting without affecting the continuation of the Worksession.

R. Disorderly Conduct.

1. The presiding officer shall preserve decorum, and will determine points of order, subject to the right of any Councilmember to appeal to the Council, and call to order any person who disrupts the orderly conduct of business at meetings including speaking without being recognized, exceeding designated time limits, failure to be germane to the issue being presented or use of vulgarities. The presiding officer will enforce order, prevent attacks on personalities or the impugning of Councilmembers' motives, and keep those in debate to the question under discussion.

2. Any person making disruptive or threatening remarks or actions during a meeting may be barred by the presiding officer from further attendance at that meeting unless permission is granted by a majority vote of the Councilmembers present.

S. Record of Meetings.

1. Responsibility for meeting record. The City Clerk or the City Clerk's designee shall be responsible for minutes of each Regular Meeting and Worksession of the Mayor and City Council and for maintaining the official record, which shall include all Council actions. Minutes shall include:

a) all motions made, the name of the motion maker and second, the method and outcome of the votes taken, names of guests and their affiliation; and

b) copies of resolutions, new or revised ordinances or other actions approved by the Mayor and City Council.

2. Public access to meeting records. Minutes and records of meetings of the Mayor and City Council shall be made available to the public by the Clerk in accordance with the Public Information Act and the State Open Meetings Laws.

T. Conduct of Councilmembers.

1. If the Mayor or any member of the Council indulges in any language or conduct unbecoming to the office, the member shall be called to order by the presiding officer and, in such case, the offending member shall lose the floor and shall not proceed without the approval of the majority of the members present. The Mayor and Council may, by majority vote of all members of the Mayor and Council, excluding the offending member, expel the Mayor or any member of the Council from a meeting for disorderly conduct or violation of Council rules.

2. Councilmembers will preserve order and decorum during Council meetings and will not by conversation or other action delay or interrupt the proceedings or refuse to obey the orders of the presiding officer and Council Rules. When addressing staff or the Mayor and fellow Councilmembers, Councilmembers shall confine themselves to questions or issues that are under discussion; and will treat each other and staff with respect.

3. Conflict of Interest. The Mayor or any Councilmember shall not participate in any matter pending before the Council in which the Mayor or Councilmember has a conflict of interest, as

defined in the City's Code of Ethics, or has taken a formal position as a party in a legal matter which is contrary to the legal position of the City of College Park in such matter.

4. Communication among Councilmembers. The Mayor and Council may not communicate online in a manner that constitutes a “meeting.” A meeting happens when a quorum of the Mayor and Council communicate at the same time, or closely in time, about public business. This can take the form of “replying all” in successive communications. This applies to all platforms, and could include posts on social media, texting, instant messaging, emailing, etc. during public meetings and at other times.

5. Disclosure of Communication with Entities interested in matters before the Council.

In order to foster transparency, a City elected official who has previously engaged in substantive communications with persons or entities that have, individually, or through family or a business, an economic interest in, or possibility of private gain from, a specific legislative matter, should inform the Mayor and Council of those communications at the public meeting during which the same legislative matter is on the agenda for discussion or action. The notification should be made at the beginning of the Council discussion and before any vote on the legislative matter. For example, if a developer seeking Council support to pursue a project in the City has a substantive communication prior to the meeting with any City elected official, the Mayor and Council should be notified at the public meeting before discussion of the developer’s proposal. This procedure does not apply to Mayor and Councilmember communications with persons or entities about legislative matters that affect the individual or entity in the same manner as the general public is affected, or that involve no direct financial impact or possibility of private gain.

6. When the Mayor or a Councilmember writes a newsletter, blog, email, or other public communication intended for general distribution, the elected official shall include an attribution statement to identify that the communication is from the individual elected official and is not City sanctioned or approved. Whenever possible, the elected official shall reference the official City communication on the matter being discussed. Further, if an elected official gives a statement in their elected capacity on an issue affecting the City, the Mayor or Councilmember shall first identify the adopted position of Mayor and Council with respect to that subject, if any. Thereafter, the Mayor or Councilmember may provide a statement of personal opinion or comment (including a minority or opposing viewpoint), provided the Councilmember expressly acknowledges that such statements do not represent the position of the City.

V. MISCELLANEOUS

A. Use of Staff Resources. Mayor and Councilmember requests that will require City resources or divert staff from their regular duties of fulfilling the mission, vision, and strategic plan of the City and priorities of the Council should be brought to the Council for Council discussion and consideration per Section M.3. Requests for information concerning City service or functions should be made through the City Manager or to the appropriate Department Head with a courtesy copy to the City Manager. Responses will include the question and the answer and include the Mayor and Council to ensure all elected officials receive the same information.

B. Public Notice. Any public notice required in these rules shall be given in the following manner unless otherwise stated herein: by posting on the City website, the City cable channels, City Hall Bulletin Board and City email listserv.

C. Communications About a Position Adopted by Council. Once the Council has adopted a position, subsequent letters or other communications consistent with that position do not require additional Council approval unless a substantive change has occurred, or unless further review is recommended by Staff or requested by Council. Mayor and Council will be notified when such a letter or other communication is to be issued.

Attachments:

1. Voting Requirements Chart effective 6/13/2018
2. Form "Request for a Future Agenda item"

13C

Legislation

O'Malley, Miles, Nylan & Gilmore, P.A.

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Peter F. O'Malley
(1939-2011)

John R. Miles
(1935-2017)

Edward W. Nylan
(1922-2010)

John D. Gilmore, Jr.
(1921-1999)

William M. Shipp
Nancy L. Slepicka
Nathaniel A. Forman

Matthew D. Osnos
Lynn Loughlin Skerpon
Sheila C. McDonald

Lawrence N. Taub
Kate P. Pruitt

Leonard L. Lucchi
Stephanie P. Anderson

**TO: Kenneth Young, City Manager, City of College Park
Bill Gardiner, Assistant City Manager, City of College Park**

**FROM: Leonard L. Lucchi, Esquire
Stephanie P. Anderson, Esquire
City Lobbyists**

DATE: January 27, 2023

RE: Weekly Report (REVISED)

The Maryland General Assembly commenced on January 11, 2023, please find below a list of legislative items and bills of interest.

1. **The Budget** – The Governor submitted his balanced budget proposal to the General Assembly on January 20, 2023. See link below on article from Maryland Matters.

<https://www.marylandmatters.org/2023/01/20/moore-introduces-63-1-billion-budget-sets-focus-on-expanding-states->

SUMMARY OF BILLS OF INTEREST

HOUSE:

1. **HB0094** Vehicle Laws - Reduction of Speed Limits by Local Authorities Authorizing local authorities statewide to decrease the maximum speed limit to not less than 15 miles per hour after performing a certain investigation; and establishing certain restrictions on the use of speed monitoring systems along highways for which the speed limit has been decreased. In the House **Hearing 2/02 at 1:00 p.m., in Environment and Transportation.**
Introduced in a prior session as: HB0404 Session: 2022 Regular Session.

2. **HB104 (SB157)** Municipalities - Charter Amendments – Notice Modifying the manner in which the chief executive officer of a municipality may fulfill certain notice requirements concerning proposed municipal charter amendments; and requiring the municipality to maintain certain records or receipts and make the records or receipts available to the public. In the House - **Hearing 2/07 at 1:00 p.m., in Environment and Transportation.** Introduced in a prior session as: HB0381 Session: 2022 Regular Session.
3. **HB60 (SB315)** Housing Innovation Pilot Program and Housing Innovation Fund - Establishment (Housing Innovation Pilot Program Act of 2023). Establishing the Housing Innovation Pilot Program in the Department of Housing and Community Development to provide funds for certain mixed-income, cross-subsidized housing and to create opportunities to increase the volume of housing production; establishing the Housing Innovation Fund as a special, nonlapsing fund to be used only to provide low- or no-interest loans to local housing authorities; etc. **In the House - Hearing 1/31 at 2:30 p.m. Environment and Transportation.**
4. **HB12** Equitable and Inclusive Transit-Oriented Development Enhancement Act Establishing the Transit-Oriented Development Capital Grant and Revolving Loan Fund to promote the equitable and inclusive development of transit-oriented developments; requiring interest earnings of the Fund to be credited to the Fund; authorizing the Department of Transportation to use the Fund to provide financial assistance to local jurisdictions; requiring the Governor to include in the annual budget bill an appropriation sufficient to ensure a fund balance of at \$10,000,000 at the start of the fiscal year; etc. **In the House - Hearing 2/02 at 1:00 p.m. Environment and Transportation.**
5. **HB190 (SB77)** Housing and Community Development - Homeowner's Extreme Weather Mitigation and Preparation Grant Program Establishing the Homeowner's Extreme Weather Mitigation and Preparation Grant Program in the Department of Housing and Community Development to assist homeowners, local government, and nonprofit organizations in preparing and repairing residential properties to mitigate water damage caused by extreme weather; limiting a grant awarded to a homeowner to \$5,000 or less; and requiring the Governor to include in the annual budget bill an appropriation of \$5,000,000 for the program beginning in fiscal year 2025. **In the House - Hearing 2/07 at 1:00 p.m., Environment and Transportation.** Introduced in a prior session as: HB0537 Session: 2022 Regular Session.
6. **HB216** Environment - Salt Applicator Certification Program – Establishment Requiring the Department of the Environment to establish a Salt Applicator Certification Program to encourage efficient winter maintenance of roadways, parking lots, and sidewalks through the use of salt or salt alternatives; requiring each commercial applicator to participate in the Program, be certified by October 1, 2025, and maintain a valid certification; requiring a certified commercial applicator to maintain, for at least 3 years, records of certain salt applications and submit an annual report on their salt use; etc. **In the House - Hearing 2/08 at 1:30 p.m., Environment and Transportation.** Introduced in a prior session as: HB0371 Session: 2022 Regular Session

SENATE:

1. **SB116** Property Tax – Municipal Corporation Business Personal Property Tax Rate
Altering the municipal corporation tax rate applicable to business personal property and certain operating real property to be not more than a certain amount; and applying the limitation on the municipal corporation tax rate to special rates prevailing in a taxing district or part of a municipal corporation Senate - **Hearing held 1/19 at 1:30 p.m., in Budget and Taxation. Monitoring**
2. **SB157 (HB104)** Municipalities - Charter Amendments – Modifying the manner in which the chief executive officer of a municipality may fulfill certain notice requirements concerning proposed municipal charter amendments; and requiring the municipality to maintain certain records or receipts and make the records or receipts available to the public. **In the Senate - Hearing 2/07 at 2:00 p.m., Education, Energy and the Environment.** Introduced in a prior session as: SB0368 Session: 2022 Regular Session
3. **SB134** Property Tax Credit for Disabled Veterans – Established. Requiring the governing body of a county or of a municipal corporation to grant a tax credit against the property tax imposed on the dwelling house of certain disabled veterans; establishing a tax credit against the State property tax on the dwelling house of certain disabled veterans; providing for the calculation of the credit; requiring certain disabled veterans to provide certain documents when applying for the credits under the Act; and applying the Act to taxable years beginning after June 30, 2023. **In the Senate - Hearing held on 1/19 at 1:30 p.m., Budget and Taxation. Monitoring.**
4. **SB77 (HB 190)** Housing and Community Development - Homeowner's Extreme Weather Mitigation and Preparation Grant Program Establishing the Homeowner's Extreme Weather Mitigation and Preparation Grant Program in the Department of Housing and Community Development to assist homeowners, local government, and nonprofit organizations in preparing and repairing residential properties to mitigate water damage caused by extreme weather; limiting a grant awarded to a homeowner to \$5,000 or less; and requiring the Governor to include in the annual budget bill an appropriation of \$5,000,000 for the program beginning in fiscal year 2025. **In the Senate - Hearing held on 1/26 at 1:00 p.m., Education, Energy, and the Environment. Monitoring.**
5. **SB151** Equitable and Inclusive Transit-Oriented Development Enhancement Act
Establishing the Transit-Oriented Development Capital Grant and Revolving Loan Fund to promote the equitable and inclusive development of transit-oriented developments; requiring interest earnings of the Fund to be credited to the Fund; authorizing the Department of Transportation to use the Fund to provide financial assistance to local jurisdictions; requiring the Governor to include in the annual budget bill an appropriation sufficient to ensure a fund balance of at \$10,000,000 at the start of the fiscal year; etc. **In the Senate - Hearing held on 1/25 at 2:00 p.m., in Budget and Taxation. Monitoring**

SB315 (HB60) Housing Innovation Pilot Program and Housing Innovation Fund - Establishment (Housing Innovation Pilot Program Act of 2023)

Establishing the Housing Innovation Pilot Program in the Department of Housing and Community Development to provide funds for certain mixed-income, cross-subsidized housing and to create opportunities to increase the volume of housing production; establishing the

Housing Innovation Fund as a special, nonlapsing fund to be used only to provide low-or no-interest loans to local housing authorities; etc. . **No Hearing scheduled yet in Education, Energy and the Environment.**

14.

Future Agenda



TO: Mayor, City Council, City Manager and Department Directors

FROM: Janeen S. Miller, City Clerk

DATE: January 25, 2023

RE: Future Agendas

The following items are tentatively placed on future agendas. This list has been prepared by the City Manager and me and represents the current schedule for items that will appear on future agendas.

(No meeting February 7)
Tuesday, February 14, 2023

Proclamations for Black History Month and Women's Heart Health Month

Action Items

(Proposed Consent) 12-28-22: Renewal for a one-year term of the right-of-way grass mowing contract with Level Green Landscape – Brenda Alexander, Assistant Director, Department of Public Works

(Proposed Consent) Approval of a policy on use of the City Seal (follow up to July Worksession) – Suellen Ferguson, City Attorney

(Proposed Consent) Approval of a letter to the Board of License Commissioners that the City does not object to the renewal of liquor licenses for City establishments – Bob Ryan, Director of Public Services

Review and consideration of the St. Andrews Church parking agreement – Bob Ryan, Director of Public Services and Jim Miller, Parking Enforcement Manager

Approval of an MOU for three City security cameras on private property

Discussion / Presentation Items:

Annual Presentation from City Auditors (20)

06-07-22: Presentation and discussion on options for gun violence prevention measures
– Councilmember Kennedy (30)

1:10

Tuesday, February 21, 2023

Action items:

Discussion / Presentation Items:

Discussion of a new City bicycle-pedestrian committee – Terry Schum and Steve Halpern (15)

Review of Recreation Board Workplan – Bill Gardiner, Assistant City Manager (15)

Placeholder: Economic Development Study (45?)

Placeholder: Update on the Restorative Justice Commission (45?)

Placeholder: Closed Session for financial incentive for a business seeking to locate in the City

Tuesday, February 28, 2023

Action items:

Contract with Casey Trees for planting trees on private property – Robert Marsili, Director of Public Works and Suellen Ferguson, City Attorney

Discussion / Presentation Items:

Discussion of amendments to the City Zoning Chapter to conform to the new County ordinance – Suellen Ferguson, City Attorney

Senior retrofit program and agreement with Habitat for Humanity Maryland – Terry and Kiaisha

Tuesday, March 7, 2023

Action items:

Proposed Consent: Award renewal contracts for employees' health and dental insurance coverages, worker's compensation, and the City's general liability insurances for FY 2024 – Teresa Way-Pezzuti, Director of Human Resources

Discussion / Presentation Items:

09-20-22: Discuss the Request a Traffic Calming Study for 4600 block of Clemson (Adams); 09-20-22: Request a Traffic Calming Study Rhode Island Avenue between

Calvert and Harvard Road (Adams); 11-01-22: Request a Traffic Calming Study on Roanoke Place & 51st Avenue between Berwyn Road & Roanoke Place (Ghost Kitchen traffic) – Steve Halpern, City Engineer

Tuesday, March 14, 2023

Action items:

Discussion / Presentation Items:

Discussion of the City's Revitalization Tax Credit Program – Michael Williams, Economic Development Manager

Tuesday, March 21, 2023

State of the City Report – Mayor Wojahn (Prior to the City Council meeting)

Action items:

Approval of an MOU for UMD live monitoring of City security cameras – Bob Ryan, Director of Public Services

Discussion / Presentation Items:

Discussion of additional roadway connectivity between City neighborhoods - AND – Find options to reduce traffic on our major roadways (include Complete Streets) (40); Steve Halpern, City Engineer; Robert Marsili, Director of Public Works

Tuesday, March 28, 2023 (no meeting if possible)

Placeholder: Budget Worksession Part 2 – if needed (try not to schedule anything else)

ANNUAL ITEMS

January, early: Discussion of Homestead Tax Credit Rate (currently at 0%) (must certify by March 25 to change rate)

January, after an election: Review and adoption of Council Rules and Procedures

January: Review annual reports and workplans from advisory boards

March: Annual Review/Renewal of Insurance Contracts

March: Annual Economic Development Report

April and September: Comments on the M-NCPPC budget

June Worksession: Review of applications for advisory board vacancies

June Regular Meeting: Annual appointments to advisory boards

Early Fall: Annual presentation from SHA on projects in the City (schedule prior to CTP discussion)

Fall: Annual police agency presentation

MASTER LIST

2023 Quarterly Financial Presentations: ~~January 24, 2023~~; April 25, 2023; August 1, 2023; October 24, 2023.

2023 Appointments to fill advisory board vacancies: January and June 2023

2023 Four Cities Meetings: ~~January 26 – College Park~~; April 27 – Greenbelt; July 27 – Berwyn Heights; October 26 – New Carrollton.

~~Review of proposal for a pilot program for a rebate to homeowners for installation of residential security camera systems – Bob Ryan, Director of Public Services (20)~~ STAFF RECOMMENDS REMOVAL AND PROVIDED PRIOR INFORMATION TO COUNCIL ON 01-20-23.

01-18-22: Amendments to Chapter 15 of the City Code to change Recreation Board to City Events Advisory Board and make amendments to the field use permitting process – Ryna Quinones, Communications and Events Manager – FEBRUARY AFTER WORKPLAN DISCUSSION

04-05-22: Discussion of the Council Subcommittee proposal

Discussion of having a different property tax rate for vacant and blighted properties

07-05-22: Affordable Housing Study – Mayor Wojahn – MARCH OR DURING COUNCIL RETREAT

09-13-22: Follow up discussion on options for protected bike lanes on Rhode Island Avenue – Terry Schum, Director of Planning

09-20-22: Discussion of lowering the speed limit on Rhode Island Avenue (Mackie) (Traffic Study is not needed) – Steve Halpern, City Engineer and Suellen Ferguson, City Attorney

01-04-22: Discuss possible expansion of the Homeowner's Property Tax Credit to allow for an ITOC (Income Tax Offset Credit) (discussed during March 2022 budget but remains on the Future Agenda) – Gary Fields, Director of Finance and Kenneth Young, City Manager

09-12-22: Discussion of quality-of-life issues (noise, unruly social gatherings, open containers, public intoxication and public urination) and of UMD student health and safety - Kenneth A Young, City Manager (30)

11-01-22: Regulation of short-term rentals such as AirBNBs – APRIL OR MAY

Consideration of the Preliminary Plan of Subdivision for 5101 Iroquois Street – Terry Schum, Director of Planning (20)

Discussion of expansion plans for the Junior Tennis Champion Center in the Discovery District – Terry Schum, Director of Planning (30)

01-10-23: Discussion of a rent stabilization program

City of College Park Annual Proclamation List for 2023 (Proclamations Approved 08/10/2021 21-R-15)		
	2023 Dates	
January	10	Martin Luther King, Jr.
February	14	Black History Month
February	14	Women's Heart Health Month
February	28	Women's History Month (March 1)
April	18	Arbor Day (April 28)
April	18	Children's Mental Health Week (May 1-7)
May	16	Kids To Parks Day (May 20)
May	16	Bike To Work Day (May 19)
May	23	Chesapeake Bay Awareness Week (June 4-12)
May	16	Volunteer Appreciation Month (the date may shift to coincide with the City's annual appreciation event)
June	6	Immigrant Heritage Month
June	6	Juneteenth
June	6	LGBTQ Pride Month
June	13	Pollinator Week (for 3 rd full week in June)
September	12	Suicide Prevention Month
September	12	Hispanic Heritage Month (Sept. 15 through Oct. 15)
September	26	Mayor's Monarch Pledge proclamation (end of September for the 1st Saturday in October)
October	3	Indigenous Peoples' Day
October		Business of the Year recipient
November	8	Municipal Government Works Month (MML Banner City requirement)
November	14	Small Business Saturday